



*John P. Kelly, Director  
Virginia E. Haines, Deputy Director  
Barbara Jo Crea, Commissioner  
Gary Quinn, Commissioner  
Joseph H. Vicari, Commissioner*

*Michael J. Fiure, Director, Management & Budget  
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean  
Administration Building  
101 Hooper Avenue  
Toms River, NJ 08754*

***BID***  
***ANTIFREEZE, OILS AND LUBRICANTS NO. III***

***2022***

***ADVERTISEMENT DATE: July 20, 2022  
OPENING: August 9, 2022, 11:00 am***

***Bid Category: 04- Automotive Products, Vehicles and Services***

## ***NOTICE TO BIDDERS***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **ANTIFREEZE, OILS AND LUBRICANTS NO. III** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on Tuesday, **August 9, 2022 at 11:00 am**, prevailing time.

Bids may be received electronically via the [County's ProcureNow Electronic Bid Portal \(https://secure.procurenw.com/portal/oceancounty/\)](https://secure.procurenw.com/portal/oceancounty/)

Specifications and form of proposal are on the **Procurement Portal (Link Below)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

Electronic Submission Site: <https://secure.procurenw.com/portal/oceancounty/>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**JOHN P. KELLY**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***CONTACT INFORMATION AND PROJECT TIMELINE***

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Jessica Hannold**

Buyer

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: [\(732\) 929-2103](tel:(732)929-2103)

**Department:**

Purchasing

### **Timeline**

<b>Advertising Date</b>	July 20, 2022
<b>Bid Opening Date</b>	August 9, 2022, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenow.com/signup>.

Once you have completed account registration, browse back to this page, <https://secure.procurenow.com/portal/oceancounty>.

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

**It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.**

## ***INSTRUCTIONS TO BIDDERS***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, August 9, 2022.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

**Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

**Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

**Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

### **Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

### **Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

### **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

### **Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

### **American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

### **Market Conditions**

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process **only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.**

Such events shall be industry wide and cause all related product prices to be effected. **All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval.** If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

### **Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

### **NJ One Call**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

### **Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

**Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.



Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.

2. Contractor's Liability not less than \$100,000.

**Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

**Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

**County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:  
**CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

***AWARD METHOD***

Contract will be awarded on a line item basis.

## ***VENDOR QUESTIONNAIRE***

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

Yes

No

\*Response required

### **Signature Page\***

The information on this page will be used to process contract documents and ensure your BRC is valid. Please make sure the address on this page is the address you want your contract mailed to.

Please complete the form by clicking on the link. **Make sure that the email you complete the form with matches the email of your vendor account.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu you will give you the ability to download or print the forms.

**Please note: The County's preferred method of submission is DocuSign.**

[Click here to go to the form](#)

\*Response required

### **Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

### **Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

\*Response required

**Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

\*Response required

**BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Non Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

**Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

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***Please note: The County's preferred method of submission is DocuSign.***

[Click here to go to the form](#)

\*Response required

**Requested Documents Pertaining to Affirmative Action**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

**If yes, please upload a photocopy of such approval.**

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

**If yes, please upload a photocopy of such certificate.**

**Certification of Non-Involvement in Prohibited Activities in Iran**

**CERTIFICATION IS REQUIRED PRIOR TO CONTRACT AWARD**

Pursuant to N.J.S.A. 52:32-57, et seq (P.L. 2012, c. 25, and P.L. 2021, c. 4), any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Please fill out the below Powerform. **You must use the same name and email address you used when logging in to ProcureNow.**

**The Disclosure of Investment Activities in Iran Statement is not a mandatory document and is not required at the time of bidding. However, this form will be required prior to the award of any contracts.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu you will give you the ability to download or print the forms.

**Please note: The County's preferred method of submission is DocuSign.**

[Click here to go to the form](#)

**Descriptive Literature and Safety Data Sheets\***

Please supply all descriptive literature for all items being bid as well as all Safety Data Sheets (SDS) for those items. Failure to supply this information for any items may be cause for rejection of your bid for those items.

\*Response required

**ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

**Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

- Please confirm
- \*Response required

**Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

- Please confirm
- \*Response required

## ***MANDATORY EQUAL EMPLOYMENT OPPORTUNITY***

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ***AMERICANS WITH DISABILITIES ACT***

### Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## ***INTENT***

### **CONTRACT TERMS**

The contract shall be from date of award until March 15, 2023, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

### **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **USE OF OTHER NAMES AND REFERENCES**

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

### **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

### **WARRANTY**

Manufacturer's warranty shall apply.

### **MODEL INFORMATION REQUIRED**

The manufacturer, make or exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

### **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

### **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

### **COMPLIANCE TO MINIMUM BID REQUIREMENTS - EQUIVALENT PROPOSALS**

It is the intent of these specifications to describe and govern the purchase of a new and unused ANTIFREEZE, OILS AND LUBRICANTS NO. III with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

**CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

<http://webhost.co.ocean.nj.us/ocbidportal.nsf>

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

## ***SPECIFICATIONS AND SCOPE OF WORK***

### **ANTIFREEZE, OILS AND LUBRICANTS NO. III**

It is the intent of the County of Ocean to enter into a contract with the lowest responsive bidder(s) in compliance with these specifications. The County of Ocean recognizes the need for quality lubricants to ensure against premature wear and failure of its equipment. The County will require lubricants that have proven to be of excellent quality and performance. Deliveries shall be scheduled through the appropriate department representative.

Bidders shall indicate on the bid proposal sheet their net prices for each product as indicated and required.

The County of Ocean reserves the right to purchase any items on this bid from the New Jersey State Contract should it be in the best interest of the County to do so.

All pickups and deliveries shall be the vendor's responsibility, with deliveries F.O.B. to Vehicles Services Department, 152 Chestnut St., Bldg. #31, Toms River, N.J. 08753, for bulk delivery. Barrel delivery will be to the Vehicle Services Warehouse 152 Chestnut St. Bldg. #32, Toms River, N.J. 08753.

Bulk and barrel delivery to the Manahawkin Vehicle Services Garage, Haywood Rd., Manahawkin, N.J. 08050, shall be upon request by the Vehicle Services Department.

Bulk, barrel, and quart delivery to the Transportation Services Garage, 1959 Rt.9, Toms River, N.J. 08753, shall be upon request by the Transportation Services Department.

Barrel delivery for the Solid Waste Management Department shall be delivered to the Vehicle Services Warehouse, 152 Chestnut St., Bldg. #32, Toms River, NJ 08753.

All deliveries are to be made within 48 hours after receipt of order (A.R.O.). For Vehicle Services, deliveries are to be made between the hours of 7:30 A.M. and 3:00 P.M. Monday through Friday.

### **COMMODITY DESCRIPTION / SCOPE OF WORK**

The County of Ocean will not be bound to any minimum, average or maximum order quantities per order or per the term of the contract, except when a bulk delivery is ordered. A minimum of 200 gallons per order is guaranteed for a bulk delivery. All products offered under contracts resulting from this bid must meet OEM specifications. A bidder must be in a position to have oil manufacturer certify that OEM equipment warranty shall not be voided or adversely affected. The bidder must agree to repair or replace any equipment damaged due to defective products provided under this contract.

The County reserves the right to have product samples randomly collected and tested during bid evaluation and, if awarded, contract duration, by an independent laboratory at the frequency deemed appropriate by the County. The County also reserves the right to visit brand manufacturer's and bidder's facility any time during bid evaluation or, if awarded, contract duration.

For consistent properties, quality and reliable performance, contracted products shall be of high quality and be performance branded products. Blended products are not acceptable. The bidder shall be an authorized dealer of the brand manufacturer. Upon request, the bidder shall provide the brand manufacturer's certification identifying the bidder as such. Base stock used by the brand manufacturer in a formulation of the final product bid must be a virgin stock. NO EXCEPTIONS.

All products bid must meet OEM specifications as a qualified product for use in the original equipment as required by DaimlerChrysler, General Motors, Ford Motor Company, Toyota Motor Corporation, Honda Motor Corporation and North American Truck Manufacturers.

The bidder must be able to provide, upon request, independent lab test reports to demonstrate that products bid meet the bid specifications.

The bidder should submit, with bid proposal, complete commercially printed brand manufacturers product data/specification sheet(s) for each product bid. The product data sheets must include brand name, product name, product description, product applications, classifications and approvals (such as, SAE 10W-30, API SL, ILSAC GF-3) and physical properties/technical specifications to address the bid specifications fully and completely.

If some specifications are not fully addressed in the brand manufacturer's standard product data sheet, a letter from the brand manufacturer addressing these specifications will be acceptable, which shall include lubricant engineer's name and direct phone number.

Any such claims must also include supporting documentation from the engine, pump or vehicle OEM or an independent testing laboratory. The brand manufacturer's letter with supporting documentation should be provided with the bid proposal.

Product information sheets prepared for the sole purpose of meeting the bid specifications shall not be acceptable. No statement from the bidder, notarized or otherwise, shall by itself be considered a proof that the product bid meets the bid requirements.

This bid provides the specification for quality, branded automotive lubricants: engine oils, gear oils, greases, automatic/hydraulic transmission fluids and hydraulic oils for use in the County's diverse fleet of on and off-road vehicles.

The contents of all drums, kegs, or containers supplied under the resulting successful bid shall be clearly marked with the brand manufacturer's name and product's name, number and origin and labeled in accordance with the current New Jersey Right-To-Know requirements.

All drums, kegs, or containers shall be properly sealed. All drums or containers showing evidence of leakage after delivery are to be replaced at no extra charge immediately upon report by the using agency. If leakage is discovered upon delivery, the using agency has the right to refuse delivery.

Bulk deliveries of lubricating oils shall be pumped directly into the containers. A minimum 200 gallon order applies to a bulk delivery. Subcontractors should not deliver bulk orders.

Quantities shall be accurately measured by a certified meter located on the delivery vehicle at the time of delivery. Proof of meter calibration shall be made available. With each bulk delivery, a printed meter ticket/delivery slip shall be furnished showing the date of delivery, product delivered, meter readings before and after the end of delivery and number of gallons delivered. Bulk delivery shall not be considered complete until the using agency's representative signs the

tank slip. Invoices shall include a copy of the delivery ticket duly signed by the using agency representative.

Upon request, at time of bulk deliveries, a sample taken from the nozzle, in the presence of the using agency representative, shall be provided to the using agency. Sample shall be dated, and shall identify the brand manufacturer's name and product name.

If the using agency reasonably determines that shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments shall be rejected. Such shipments shall be immediately removed by the contractor and promptly replaced with acceptable product in complete conformance with the specifications at no extra cost to the using agency.

The contractor shall take all necessary steps to ensure that their drivers are familiar with the vehicle, equipment and procedure, especially bulk delivery.

If the using agency tank is contaminated due to action of the contractor, the contractor shall be fully responsible to promptly remove and dispose of all contaminated products properly, and clean the affected tank, line, filter and nozzle at no cost to the using agency. The contaminated product, including engine oil, must be promptly replaced at no cost to the using agency.

The delivery truck driver must constantly monitor the product being delivered, and delivery equipment for any spills, leaks, etc. Contractor will be responsible for the prompt clean up of all spills and/or leaks that occur during or as a result of deliveries, and shall notify the D.E.P. of any spill as required by law, at no cost to the using agency.

The bidder must submit samples of any or all products upon request during evaluation. Samples are to be provided in factory sealed containers, one-quart minimum in size, bearing the manufacturer's name and product name. Testing will be done to determine if the product bid meets all requirements set forth in the bid. Failure to submit samples within five (5) working days of written notification shall result in bid rejection.

If requested by the County of Ocean, the contractor shall provide laboratory testing of automatic transmission fluid for specifications compliance.

Unless or otherwise instructed, the contractor shall deliver the product between 7:30 a.m. and 3:00 p.m., Monday through Friday, and shall have the driver properly identify himself/herself to the using agency personnel upon arrival for each delivery.

Using agencies reserve the right to request product samples for laboratory testing at any time during the contract period.

Contractor shall submit a Safety Data Sheet for each type of product contracted at any time during the contract period. These sheets must list complete chemical ingredients including the percentage composition of each ingredient and the Chemical Abstract Services numbers (CAS#) for those substances, listing any potentially hazardous products which may produce gas during or following application. The contractor shall provide SDS, for each product shipped.

NOTE: SDS requested by the County of Ocean during the contract period shall be delivered to: Ocean County Department of Vehicle Services, 152 Chestnut St. Bldg. 32, Toms River, N.J. 08753.



During contract period, the County may request or randomly collect product samples for testing by an independent laboratory. If a product is determined to not meet the contract specifications, the contractor shall be held liable for reimbursing the County for the cost of sample testing. The Contractor shall be furthermore responsible for taking back any remaining inventory of the failed product at its own expense and replacing it at no additional cost to the using agency, if so desired by the using agency. Test failure shall be grounds for immediate contract cancellation. The using agency shall be reimbursed for the full cost of the failed product if so demanded by the using agency. If the faulty product results in damage to equipment, the using agency shall be reimbursed by the contractor for repair or replacement of the equipment damaged.

All 55-gallon drums shall be delivered with a vehicle equipped with a powered tailgate, to prevent injury to employees and damage to drums. Failure to do so shall result in non-acceptance of delivery, and the County will not be liable for any costs incurred by the contractor.

The contractor shall not charge any deposit for drums or any other product delivered.

The contractor that delivers bulk DEF MUST be able to connect to our tank which has an OPW 2" Stainless Steel adapter – SKU OPW1672ANSS20. No other filling methods are acceptable.

### **PRODUCT SUBSTITUTION**

No changes shall be made in the contracted product or its formulation, without written acceptance from the County during the contract term. Delivery of the contracted product in an altered formulation without prior approval shall be a serious violation of the contract, subject to contract termination for cause.

During the term of the contract, if the contractor is notified by the manufacturer of its intent to discontinue a product for which the contractor is under contract to the County, the contractor must notify the County immediately. It shall be incumbent on the contractor to offer a product substitution which meets or exceeds all specifications and which is equal to, or lower, in price. The contractor shall provide all product literature, technical data and samples as may be required for the County to determine that the proposed substitute is in all cases an equivalent or superior product to the contracted product. The County will be solely responsible for determining the acceptance of the substitute product.

### **OTHER**

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

For virgin products, written verification shall be submitted upon request, stating that the base stock used in the formulation of the final product is a virgin stock. A re-refined base stock is not acceptable in meeting this requirement. Complete descriptive literature and product specifications for all items bid, which demonstrates compliance with the bid specifications should be included with the bid package. All products must conform in every respect to the standards and regulations established by Federal and New Jersey State Laws. All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

**GENERAL ENGINE OIL SPECIFICATIONS**

Engine oil offered must be suitable for automotive internal combustion engine lubrication and refined from highly filtered petroleum oil.

Engine oil viscosity grade shall conform with the latest applicable SAE J300 standard. Gasoline engine oil energy conserving classification shall conform to the latest applicable SAE J1423.

Engine oil offered must comply with the latest applicable OEM requirements and recommendations.

Engine oil offered must be licensed and approved to the latest applicable API service classification.

## ***PRICING PROPOSAL***

### **ANTIFREEZE, OILS AND LUBRICANTS NO. III**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments:
<b>OIL</b>							
9	Engine Oil, Automotive, Mobil Super 5W-30, GF-6, SP Synthetic Blend, OR Chevron Supreme 5W-30 Motor Oil GF-6, SP Synthetic Blend, Virgin Stock, 55 Gallon Drum, As Specified or Equal	15	DRUM				
11	Engine Oil, Automotive, Mobil Super 5W-30, GF-6, SP Synthetic Blend, OR Chevron Supreme 5W-30 Motor Oil GF-6, SP Synthetic Blend, Virgin Stock, Bulk Delivery, As Specified or Equal	2,000	GAL				
12	Engine Oil, Automotive, Mobil Super 5W-20 GF-6, SP Synthetic Blend OR Chevron Supreme 5W-20 GF-6 Synthetic Blend, Virgin Stock, 55 Gallon Drum, As Specified or Equal	2	DRUM				
13	Engine Oil, Automotive, Mobil Super 5W-20 GF-6, SP Synthetic OR Chevron Supreme 5W-20 GF-6 Sp Synthetic, Virgin Stock, Bulk Delivery, As Specified or Equal	3,000	GAL				
<b>TRANSMISSION FLUID</b>							
33	Transmission Fluid, Automatic, Mobil Delvac Synthetic OR Chevron (BASF) Emgard 2805 ATF (Meets TES-295 Warranty T/EVO 0140 E), Virgin Stock, 55 Gallon Drum, As Specified or Equal	20	DRUM				