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

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

BID

***PARTS AND ACCESSORIES FOR VEHICLES AND EQUIPMENT 15,000
GVWR OR GREATER NO. II***

2022

***ADVERTISEMENT DATE: August 10, 2022
OPENING: August 30, 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 **PARTS AND ACCESSORIES FOR VEHICLES AND EQUIPMENT 15,000 GVWR OR GREATER NO. II** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, August 30, 2022 at 11:00 am**, prevailing time.

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

Specifications and form of proposal are on the **Procurement Portal (Link Above)** 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.

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 goods or services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Jessica Hannold

Buyer

101 Hooper Avenue

Room 224

Toms River, NJ 08754

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2101](tel:(732)929-2101)

Department:

Vehicle Services

Timeline

Advertising Date	August 10, 2022
Bid Opening Date	August 30, 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 submissions with ProcureNow by following these instructions:

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

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

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

Follow the instructions to submit the electronic proposal.

It is important to note that this process should be completed well in advance of the proposal deadline / proposal opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic proposals 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 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 30, 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.

Note: A request for price increase does not guarantee approval.

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.

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. Each brand/group/price line item in a category shall be awarded separately. The County reserves the right to award multiple contracts. Parts consist of OEM and non-OEM products.

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

BID DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran

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

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

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

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

*Response required

Copy of Bidder's Certificate of Employee Information Report

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 ON THE AFFIRMATIVE ACTION DOCUMENT:

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.

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

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

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)

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 August 2, 2024, 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 Contractors who will supply replacement parts and accessories for various vehicles and equipment 15,000 lb. GVWR or greater.

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 once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the 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.

QUALITY

The materials and supplies called for herein, must be new, unused, of the latest design and technology and from most current product lines. They shall also 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 as standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency. The County of Ocean recognizes the need for quality products to ensure against premature wear and failure of the equipment and the need to comply with the warranty recommendations so as not to void the warranty.

FAIR MARKET PRACTICES

The Purchasing Agent reserves the right to check and inspect the books of all Contractors to assure and make certain that the discounts offered to the County are the same or lower than those charged to other customers for like work.

AVAILABILITY

All parts are to be delivered within four (4) working days upon receipt of order. Any extension of this time must have prior approval by the using department.

The contract involves items which are necessary for the continuation of ongoing critical County services. Any delay in delivery of these items would disrupt County services and would force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

DESIGN

Replacement parts and materials shall be of good commercial quality, OEM or equal, for the intended service and shall be produced by use of current manufacturing processes and treated to resist rust, corrosion and wear. The design of mechanical members offered, shall be such that the stress imposed through normal shock loads at maximum engine torque, shall not cause rupture or permanent deformation or undue wear on any member

GUARANTY

Replacement parts shall be unconditionally guaranteed for a minimum of one (1) year. The manufacturer's warranty shall apply, if greater.

The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.

The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies and deliverables furnished under this Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services under the contract shall not be construed as a waiver by the County, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

The acceptance of, approval of or payment for any of the services performed by the Contractor under the contract shall not constitute a release or waiver of any claim the County has or may have for latent defects or errors or other breaches of warranty or negligence.

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.

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.

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

SCOPE OF WORK

Please see “Attachments”, “Project Documents” for detailed project specifications.

PRICING PROPOSAL

PARTS AND ACCESSORIES FOR VEHICLES AND EQUIPMENT 15,000 GVWR OR GREATER NO. II

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
CATEGORY 1: OEM- Dealer Parts					
1	Blue Bird	%			
12	Thomas	%			
CATEGORY 2: GENERAL					
15	4 Seasons	%			
17	Alliance	%			
18	American Road Machine	%			
19	American Trailer	%			
21	Arrow Tarp System	%			
23	Beau-Roc	%			
24	BMY	%			
25	Bonnell Industries	%			
28	Bradco	%			
29	Bus Parts Warehouse	%			
30	Brandon Manufacturing	%			
32	Byers	%			
33	CCC Rebuilt	%			
34	Certified Power	%			
35	Cirus	%			
36	Compu-Spread	%			
38	Delphi	%			
40	Doppstadt	%			
42	Exide	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
43	Federal Mogul/Abex	%			
44	Fleetrite	%			
45	Force America	%			
46	Gledhill	%			
47	Goodyear	%			
49	HDA	%			
51	Henderson	%			
52	Henke	%			
54	Ingersoll-Rand	%			
55	Ingersoll-Rand Non-OEM	%			
56	Jasper Rebuilt	%			
57	JRB	%			
61	Navistar	%			
62	Nelson	%			
64	Perkins	%			
65	Permco	%			
68	R.H. Sheppard	%			
70	Redneck	%			
71	Reed	%			
72	Rockwell	%			
74	Schwitzer	%			
75	Stahl	%			
77	Swenson	%			
78	Tenco	%			
81	Vehicle Safety Manufacturing (VSM)	%			
83	Viking	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
84	VMAC	%			
85	Warren	%			
86	Western	%			
87	Whiting	%			
CATEGORY 3: Engines/Exhaust					
88	Alliance	%			
91	Clevite	%			
94	Donaldson	%			
95	Grand Rock	%			
96	Iveco	%			
97	Mercedes	%			
98	RMP Rebuilt	%			
99	Shuttleworth	%			
100	Standyne	%			
101	Truck-Ex	%			
102	Walker	%			
CATEGORY 4: Transmissions					
104	Caterpillar	%			
CATEGORY 5: Brakes					
105	Alliance	%			
107	Carlisle	%			
108	D&W	%			
109	Euclid	%			
112	Leland	%			
113	Marathon	%			
118	Raybestos	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
120	Wagner	%			
CATEGORY 6: Suspension					
122	Dayton	%			
124	Flagg	%			
128	Moog	%			
129	Reyco	%			
130	Ridewell	%			
132	TRW	%			
CATEGORY 7: Electrical					
136	Code 3	%			
138	Cooper Bussman	%			
145	Peterson	%			
150	Tectran	%			
151	WPS	%			
153	Alamo	%			
154	Altec	%			
155	American Rolloff	%			
156	Aqua Tech	%			
157	Camel	%			
158	Chevron	%			
159	Elgin	%			
160	Elliot	%			
161	Galion	%			
163	HD Industries	%			
164	Heil/Duraclass	%			
165	Hiab	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
166	J&J	%			
167	Knapheide	%			
168	Loadmaster	%			
169	Miller	%			
170	Murphy	%			
171	Peterson	%			
172	Rugby	%			
173	Schwarze	%			
174	Sweeprite	%			
175	Sweepster	%			
176	Terex	%			
177	Vac Con	%			
178	Vactor	%			
179	Versalift East	%			
180	Vulcan	%			
CATEGORY 9: Lift Gates					
182	Braun	%			
183	Eagle	%			
185	Ricon	%			
CATEGORY 10: Winches					
188	Chelsea	%			
189	Monarch	%			
190	Muncie	%			
CATEGORY 11: Trailers					
192	American Trailer	%			
193	Armor Deck	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
194	Baird & Slaska	%			
195	Butler	%			
196	Cross Country	%			
197	Dexter Axle	%			
198	Doolittle	%			
199	Dynaweld	%			
200	Eager Beaver	%			
201	Fontaine	%			
202	Franklin	%			
203	Great Dane	%			
204	Hecht	%			
205	Heil	%			
206	Holland	%			
207	Hudson	%			
208	J&J	%			
209	Leeboy	%			
210	Loadrite	%			
211	MAC	%			
212	McCloskey	%			
213	Rogers	%			
214	Stephan L. Green	%			
215	Tonka	%			
216	Towmaster	%			
217	Trail-Eze	%			
CATEGORY 12: Radiator, Belts & Hoses					
218	A-1	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
219	Active	%			
220	Alliance	%			
223	Modine	%			
224	Proliance	%			
CATEGORY 13: Bearings, Seals & Gaskets					
226	BCA	%			
227	BCG	%			
228	Bower	%			
229	BTC	%			
231	Custom Hoist	%			
233	Mailhot	%			
236	Power-Rite	%			
240	TRN	%			
241	Victor	%			
CATEGORY 14: Heavy Duty Equipment					
242	Bobcat	%			
243	Case Agriculture	%			
244	Case Construction	%			
245	Caterpillar Construction	%			
246	Doppstadt	%			
247	Extec	%			
248	John Deere	%			
249	Kubota	%			
250	New Holland Agriculture	%			
251	New Holland Construction	%			
252	Powerscreen	%			

Line Item	Description	Unit of Meas.	% Discount off List Price (NOT LESS THAN)	No Bid	Comments
253	Terex	%			
254	Vermeer	%			
255	Vermeer McClosky	%			
256	Wacker Roller	%			
257	World Forklift	%			
258	Yale Forklift	%			
CATEGORY 15: Hydraulic					
259	Bosch/Rexroth	%			
261	Mailhott	%			
SALVAGED PARTS					
266	Body Parts: Ex: Seat belts, body trim, lift gates, etc.	%			
267	Brake Parts: Ex: Shoes, drums, pads, rotors, springs, calipers, wheel cylinders, bearings, etc.	%			
268	Chassis, Steering and Suspension: Ex: Shocks, ball joints, springs, tie rods, axle bearings, etc.	%			
270	Drive Line Components: Ex: Drive Shafts, U-Joints, axle parts, etc.	%			
273	Exhaust Systems: Ex: Exhaust pipes, mufflers, tail pipes, catalytic converters, etc.	%			
275	Ignition Systems: Ex: Rotors, spark plugs and ignition wire sets, coil and coil packs, etc.	%			
276	Specialized Automotive Accessories: Ex: Mirrors, gauges, alarms, horns, reflectors, etc.	%			

SCOPE

Each brand of heavy duty vehicle parts constitutes one OEM or non-OEM group represented by one price line item. Multiple awards shall be made for each OEM/non-OEM group.

All parts except rebuilt parts furnished must be new and in the manufacturer's original standard package. Parts provided shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty and are not to be contrary to any OEM specifications and/or recommendations for replacement parts and repairs. Any faulty parts must be replaced by the Contractor at no additional cost.

BIDDER MUST ALSO HAVE THE ABILITY TO SUPPLY AND SUPPORT ANY DIAGNOSTIC TOOLS, SOFTWARE AND UPDATES FOR REPAIRS AND SERVICE FOR VEHICLES AND EQUIPMENT.

CONTRACT SPECIFIC DEFINITIONS

OEM (Original Equipment Manufacturer) Parts- OEM Parts are new parts, which are designed, manufactured and/or approved by the original equipment manufacturer and supplied by its dealer/distribution network for use in its equipment. Ford OEM parts, for example, are the parts designed, manufactured and/or approved by the Ford Motor Co. and supplied by its dealer/distribution network for use in its trucks.

Non-OEM Parts- Non-OEM parts are new replacement parts, which are designed, manufactured and approved by a manufacturer other than OEM. Non-OEM parts supplied must meet or exceed quality of OEM parts and comply with all OEM recommendations for replacement parts. All non-OEM parts must be shipped in the replacement manufacturer's original standard package.

GVWR- Gross Vehicle Weight Rating: the maximum legal weight carrying capacity of a vehicle, including its own weight, as published by the vehicle/chassis manufacturer. Example – Ford F450 or GMC/Chevrolet/Dodge 4500 or higher.

Remanufactured Parts – Remanufactured parts are made as close to new as possible; by disassembling an inoperative part (“core”) so that the subsystems and components can be cleaned, tested, repaired/reworked or replaced, and then reassembling and testing the components to OEM specifications. A remanufactured alternator, for example, will have new diodes, new brushes, an undercutting of the armature coil, new bearings and pulleys.

Rebuilt Parts – Rebuilt parts are parts reconditioned by cleaning, inspecting and replacing severely worn/broken components, without completely disassembling and reassembling an inoperative part (“core”). A rebuilt alternator, for example, may only have the brushes replaced.

PRICING

The bidder must submit pricing using the format set forth in the County supplied price sheet(s) attached to this Bid. Failure to submit all information required will result in the bid being considered non-responsive.

Bidders shall bid firm, fixed % discount off manufacturer's latest list price, by entering the percentage discount bid in the “DISCOUNT %” column on each price line on price sheets. A bidder's entry in the “DISCOUNT %” column shall be considered a percentage (%). For example, entry of “50” shall be considered “50%”. It will be understood that by entering a zero (0) on a price line, the bidder is offering a 0% discount. Leaving a price line blank is considered a “NO BID” on the item. Multiple or series or range of discounts (including plus and minus discounts), volume discount, mark-up pricing (+5%, for example) or fixed price (firm dollar amount) on any parts line will not be acceptable.

PRICE QUOTES AND INVOICING

The County will acquire three (3) price quotes for price comparison. The vendor must show current manufacturer's list price, percentage (%) discount, and net price on quotes and invoices.

SALVAGED PARTS

Due to the increasing age of the County's fleet, it is understandable that many parts may no longer be in production. Should there be an instance where this may arise, the County may authorize the purchase of salvaged parts. Salvaged parts are to be provided only at the County's request. No warranty will apply to salvaged parts.

The successful bidder will be allowed to charge a mark-up on the cost of part(s). For this section, the vendor will invoice the County at their cost plus the markup percentage bid. A copy of the invoice showing the vendor's cost shall be attached to the invoice to the County.