



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

*Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

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

BID
PAINT MANAGEMENT PROGRAM

2022

***ADVERTISEMENT DATE: September 28, 2022
OPENING: October 18, 2022, 11:00 am***

Bid Category: 24- Safety and Protection Equipment and Related Services

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **PAINT MANAGEMENT PROGRAM** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, October 18, 2022 at 11:00 am**, prevailing time.

Bids will 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 Ave.

Room 224

Toms River, NJ 08753

Email: ocpurchasing@co.ocean.nj.us

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

Department:

Solid Waste Management

Timeline

Advertising Date	September 28, 2022
Bid Opening Date	October 18, 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: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.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, October 18, 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.

AWARD METHOD

Contract will be awarded on a lump sum basis.

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 January 1, 2023 through December 31, 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.

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.

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

See "Attachments", "Project Documents" for detailed specifications.

VENDOR QUESTIONNAIRE

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.

All documents should be from this proposal 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.

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

Contractor's Data Sheet*

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

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: 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

Proof of Current Paint Management Program*

Please upload your company's proof of participation in a paint management program similar in nature to this solicitation. This program, if it is not still ongoing, must have been completed not more than five (5) years ago.

Please confirm

*Response required

List of Available Equipment

Please download the below documents, complete, and upload.

- [LIST OF AVAILABLE EQUIPMENT...](#)

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

PRICING PROPOSAL

PAINT MANAGEMENT PROGRAM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	Paint Management Program - price per pound	1,000,000	LB			
2a	Emergency Response: Regular working hours - price per hour per two (2) people	5	HR			
2b	Emergency Response: After working hours - price per hour per two (2) people	5	HR			
2c	Emergency Response: Disposal of Spill Residue - price per pound (net of drum weight)	50	LB			
TOTAL						

The bidders shall submit with the bid the following:

1. A work plan for picking up palletized paint cans including loading of pallets into trucks.
2. A work plan for sorting, consolidating, recycling and/or disposing of paint. A quality assurance program and testing program must be described in detail.
3. As part of its Statement of Qualifications submitted with the bid, the bidder shall specifically set forth its prior experience in latex paint collection and recycling and in oil-based paint collection and disposal.
4. Detailed list of all vehicles available for use during this contract. This list shall include all forklifts, tractors, trailers and trucks and any other necessary equipment for the disposal of paint.
5. In addition, a specific plan to address storm water regulations must be provided.

ITEM # 1 - PAINT MANAGEMENT PROGRAM

- A. The County of Ocean (“County”) is accepting waste paint (Latex, Oil and Boat) on a regular year round basis at the following locations:

Ocean County Northern Recycling Center in Lakewood Township
 Ocean County Southern Recycling Center in Stafford Township
 Berkeley Recycling Center
 Brick Recycling Center
 Lacey Township Recycling Center
 Little Egg Harbor Recycling Center
 Point Pleasant Beach Recycling Center
 Seaside Park Recycling Center
 Toms River Township Recycling Center
 Tuckerton Recycling Center
 Waretown Special Event (2-Day Event in June)

The County is seeking a contractor to accept **all** paint delivered at these facilities for recycling and/or proper disposal according to all Federal and State regulations and requirements. The Contractor shall provide to the County the names and addresses of all facilities utilized by the vendor for recycling and/or proper disposal. **The Contractor shall place approved Department of Transportation (“DOT”) containers to store the waste at the Centers at all locations prior to removal by the Contractor. The Contractor shall provide the County with proof that the containers used are approved by the DOT.**

- B. The County reserves the right to add additional sites to the Paint Management Program during the term of this bid, as long the County gives the vendor adequate prior notice.

C. **Pickup Schedule**

Judy Coyle or another County representative will provide an update on each paint location’s status via email each week. Judy Coyle’s email address is: JCoyle@co.ocean.nj.us. The general County Mailbox email address is: OCRecycles@co.ocean.nj.us

Locations at 80% paint capacity or greater **must be** picked up within seventy-two (72) hours of notification of the status of each location, weather permitting. The schedule of Paint Pick Up shall be provided to both Judy and the County via email. If changes to the schedule need to be made, contact Judy at (732) 367-0802 to make the necessary rearrangements.

The pickup schedule shall be monitored by the Solid Waste Management Department for compliance. Consistent failure to meet the 72 hour pick up requirement shall result in a breach of contract.

- D. **NOTE: The Contractor shall provide new DOT approved containers or metal cages at each site at the start of the contract.** Each container shall hold one-hundred fifty (150) one (1) gallon cans. Replacement “DOT” containers shall be provided within five (5) days’ notice.

Number of containers/cages to be placed:

Northern Recycling Center-10

Southern Recycling Center-10

Approved containers will be stored at the facilities on wooden pallets. The County will deliver containers to all satellite paint collection sites as needed. The County reserves the right to request additional containers at any time during the contract. Containers in poor condition should be replaced promptly.

- E. The Contractor is responsible for the recycling and/or proper disposal of all the collected paint products which have been collected at the Ocean County Recycling Centers, as well as all satellite locations listed above. All paint shall be recycled or disposed of by the contractor in accordance with all applicable Federal and State statutes, rules and regulations and in accordance with the terms and conditions of all required permits and approvals.

Contractor shall, as part of its bid, provide proof that it possesses all necessary permits and licenses to handle and finally dispose of this material. ***No payment will be made for disposal of any paint without a proper certificate of final disposal or proof of recycling satisfactory to Ocean County.***

If a contractor intends to use an ultimate disposal facility which it does not itself own and operate, it shall also provide, as part of its bid, all relevant information with respect to the permits held by any disposal facility.

By submitting a bid, the bidder warrants and represents that it will utilize only those disposal facilities as to which this information is provided with its bid. Substitution of facilities is not permitted unless by reason of circumstances beyond the control of the Contractor the designated facilities are not available. In that event, prior to utilizing any facility, the Contractor shall provide Ocean County with proof of each proposed Facility's permits.

- F. The Contractor may recycle all appropriate latex paint to a nationally recognized manufacturer of paint such as Cook & Dunn, Benjamin Moore, etc. The manufacturer shall have a minimum of twenty (20) years' experience in producing paint.
- G. **Storage of Equipment:** Under **no circumstances** shall any equipment belonging to the Contractor be left at any County or Municipal sites for storage. Once the paint is collected at each location, all equipment and vehicles used must be returned to the Contractor's facility for storage.

H. RECORD KEEPING

1. **Receipt of Waste Paint.** Upon award of the contract, the Contractor shall keep records detailing the tonnage of waste paint received from the County and other Recycling Centers. The weight of the wood pallets and DOT approved containers **shall not be included for billing purposes**. When the vendor is picking up Paint from Northern & Southern Recycling and/or Non-County site, the below listed procedure and weight calculations must be adhered to as follows:

The Contractor shall place some sort of ground protecting cover (tarp or similar) under/around the vehicles before dumping any paint into the truck. This measure should help alleviate spills.

All trucks must weigh in EMPTY before picking up any Paint. *The vendor can use either the Northern or Southern Recycling Center scales **ONLY**. These scales are in operation from 7:00 a.m. to 3:30 p.m., Monday through Friday ONLY. If the vendor is **ONLY** picking up paint from either the Northern Recycling Center or the Southern Recycling Center, the truck must be weighed when full and that invoice closed out. The scale operator will complete the ticket and the driver will be presented with a copy for the vendor's records.*

IF the vendor is going to pick up paint from the County sites and then continue on to the Municipal sites, the vendor **MUST** close out the County site ticket first before proceeding to the other sites. The closed out gross weight will be the starting tare weight for the Municipal sites. Once the vendor has completed picking up the paint at the other sites, the vendor will return to either the Northern or Southern Recycling Center scale for a completed ticket from the Municipal Locations.

H. RECORD KEEPING (CONT'D)

To calculate the pounds recycled for Municipal Locations:

*Take the **total gross weight** on the Municipal ticket, **divide that by the number of cages picked up** and take the **AVERAGE** weight per cage and **multiply that by each location picked up**.*

2. **Disposal of Residue.** Upon award of the contract, the Contractor shall keep and maintain records containing, at minimum, the following information pertaining to the Contractor's disposal of residue or waste remaining after processing of the recyclable materials:
 - a) Copies of weight slips, invoices or other documentation of the quantity (by weight) of residue or waste remaining after processing of the recyclable materials.
 - b) The identification of the ultimate solid waste facility (name and facility identification number) at which the residue or waste is disposed.
 - c) The identification of the transporter or hauler by Department of Environmental Protection registration number.
 - d) The date and time of delivery to the solid waste facility for disposal.
 - e) The license plate number and owner of the delivery vehicle.
 - f) The type of residual waste disposed of by the NJDEP waste identification number.
 - g) The quantity of residual waste (by weight) delivered to the solid waste facility for disposal.
 - h) The Contractor shall retain a copy of all O&D forms provided to the solid waste facility operator in connection with disposal of said residue or waste.
 - i) The Contractor must not dispose of paint in any landfills.
3. **Sale or Disposition of Recyclable Materials.** Upon award of the contract, the Contractor shall keep records detailing the sale or other disposition of the recyclable materials received by the Contractor at the County and other Recycling Centers. These records shall, at a minimum, include copies of sales receipts, invoices, weight slips or other documentation showing:
 - a) To whom the recyclable materials were sold or delivered, including the End Market.
 - b) The date of the sale or delivery.
 - c) The quantity (by weight) and the types of recyclable materials sold or delivered.

The Contractor shall keep and maintain, on file at its facility, the records above for a minimum period of seven (7) years after the termination of the Contract. This provision shall survive the termination of the Contract.

4. **Billing.** Before submitting any bills/invoices for payment the vendor must break down the pounds recycled by individual sites (see above on how to calculate this). The County is responsible for reporting to the host communities on a yearly basis, the pounds recycled by their sites.

- I. The County requires that the paint which is recycled shall meet the manufacturer's specifications and at a minimum each batch (55 gallon drums) shall be tested for the following by a certified laboratory: lead, mercury, cadmium, chromium, VOCs and total solids. All metals testing should be performed on a dry weight basis. In addition, the Contractor shall furnish the County with laboratory results for each batch of paint tested. Contractor shall be responsible for reprocessing and/or disposal of all paint that does not meet applicable federal and state standards for household interior use. All costs of testing and necessary disposal shall be included in the contract price. The Contractor shall recycle all empty paint cans.
- J. The Contractor is required to remove the containers and pallets within **seventy-two (72) hours of notice** and this work shall be performed **Monday-Friday ONLY**, 7:30AM – 3:00 PM. Contractor must contact Judy Coyle via phone at (732) 367-0802, or email at JCoyle@co.ocean.nj.us to confirm pick-up dates and locations. Consistent failures to respond to requests or confirm schedules within the seventy-two (72) hours may result in a breach of contract. The contractor must also submit billing and weight reports **within thirty (30) days of picking up the material**. The Contractor is responsible for safely and carefully loading the containers and pallets on the truck or tractor-trailer.
- K. The Contractor shall meet with the representatives of the County no later than two (2) weeks after the contract is executed. The Contractor shall provide the County with the names and contact information for two (2) representatives able to respond within two (2) business days.
- L. The Contractor shall have present, on each day of the consolidation program, at least two (2) employees trained in the identification and proper packaging of all hazardous wastes defined by applicable federal and state statutes and regulations. In addition, the Contractor shall have present additional employees, materials and equipment as are necessary to properly collect, handle, containerize, label, manifest, load and transport such wastes from the paint management program in a manner conforming to all applicable federal and state statutes and regulations.
- M. **Prior to execution of the contract**, the Contractor shall provide evidence of the following:
1. A valid USEPA Identification Number for the transportation of hazardous waste.
 2. A valid license from the New Jersey State Department of Environmental Protection to collect and transport hazardous waste.
 3. A detailed list of all properly registered vehicles to be used by the Contractor to transport hazardous wastes from the site. This list shall include all forklifts, tractors, trucks, trailers and any other necessary equipment which shall be used.
- N. Title to all recyclable materials and waste and all risk of loss shall pass to the Contractor at the time of Contractor's acceptance of the same. In no event will material be returned to the County after being accepted by the Contractor.
- O. The Contractor shall provide the County certification from the ultimate disposal facility utilized that all wastes were received and disposed of in compliance with all existing federal, state and local laws, regulations and ordinances and all waste paint shall be incinerated or used as a fuel. The Contractor shall provide a listing of all ultimate disposal facilities to be utilized, including USEPA identification number, before the first scheduled day. All wastes must be disposed of within the United States of America or Canada. Fifty percent (50%) of payment by the County will be withheld until certification is received and accepted by the County.

ITEM # 1 - PAINT MANAGEMENT PROGRAM (CONT'D)

- P. The Contractor warrants that he understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the collection, transport, treatment and disposal of hazardous wastes. The Contractor is responsible for all safety precautions and safety requirements for all work performed. The Contractor further warrants that he will perform all services under this agreement in a safe, efficient and lawful manner using industry-accepted practices and in full compliance with all acceptable state and federal laws and regulations.
- Q. The Contractor shall indemnify, hold harmless and defend the County, its officers, officials, employees and representatives from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorney's fee) which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of governmental laws, regulations or orders caused by, arising out of, or in any manner connected with the waste, after risk of loss thereto has been passed to the Contractor as provided in Paragraph N above and due to any negligent act or omission of any employee or agent of, or from failure or inadequacy of any equipment of the Contractor or of any subcontractor hired by the Contractor or by anyone directly or indirectly employed by them.
- R. The Contractor is and shall perform this agreement as an independent contractor and as such shall have and maintain complete control over all of its employees and operations. The Contractor shall be in compliance with all OSHA standards or regulations. Neither the Contractor nor anyone employed by it shall be, represent, act, or be deemed to be the agent, representative, employee or servant of the County. Any waiver by either party of any provision or condition of this agreement shall not be construed or decreed to be a waiver of any other provision or condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.
- S. The Contractor shall provide the County with a table that identifies the pounds of paint generated from each of the ten (10) paint management sites for each collection day. **The sum of all the paint sites for each region must equal the tare weight which is submitted for billing purposes and this information must be identified on the table.** The Contractor shall submit an update of the table to the County on a quarterly basis.
- T. Quantities for the 2022 Ocean County Paint Management Program were approximately:
950,000 lbs. of latex and oil-based paint accumulations.
- U. Due to state stormwater management regulations, the **Contractor shall not consolidate paint cans or process paint on any day when it is raining or snowing.** The paint program's consolidation and processing usually takes three (3) days and implementation can only occur during a three (3) day rainless period.
- V. In order to be eligible to bid, all potential contractors must have conducted a Paint Management Program in New Jersey for a period of at least five (5) years. Evidence of such program shall be submitted with bid.
- W. The vendor is responsible for immediately notifying the County at (732)-367-0802 when:
- There are paint/material spills and leaks
 - Damage to municipal equipment or locations
 - Changes or cancellations of scheduled locations or dates for pick-ups
 - Unacceptable materials at any site that the vendor will be leaving behind.

PRICING

The County is seeking a price per pound and it shall be all-inclusive from the point of pick up at all paint collection locations through recycling and/or disposal. In the event a drum has unacceptable PCB levels the Contractor is responsible for disposal. The Contractor is responsible for cleaning up any spill that occurs during the loading process.

Postconsumer Paint and Other Architectural Coatings

Product Stewardship Law Implementation

If the State of New Jersey enacts and implements a paint product stewardship law requiring paint manufacturers to create, finance and manage an environmentally sound, cost-effective paint stewardship program, including strategies and plans to collect, transport and process postconsumer paint for end-of life management through reuse, recycling, energy recovery or disposal during the term of the PROGRAM and any extensions thereof, CONTRACTOR shall work in conjunction with such paint stewardship program to accept, collect, transport and process any and all postconsumer paint, stain (both latex and oil-based) and other architectural coatings covered by the product stewardship law without cost to the County of Ocean.

ITEM # 2 - EMERGENCY RESPONSE – PAINT MANAGEMENT PROGRAM

The County is seeking a bid to cover the costs of a minor spill cleanup in the event that it occurs while the paint is stored at the County's Recycling Center. The bidder must have the following safety equipment available when called to respond:

Full-Face - Air purifying canister equipped respirator (MSHA1/NIOSH approved)

Disposable Canisters for Respirators

Decontamination Equipment

Chemical-resistant clothing (overalls and long sleeved jacket, coveralls, hooded, one (1) or two (2) piece chemical-splash suit, disposable chemical resistant coveralls)

Disposal Latex Surgical and PCB Resistant Rubber (e.g. Neoprene, Chloroprene) Gloves

Disposable Boots – Chemical Resistant

Boots – Chemical Resistant, Steel Toe Shank

Hard Hats (with Face Shield)

Containment Booms – Variety of Sizes

Rain Gear

Acid Resistant Suits

Vermiculite

Drum Warning Labels

Safety Goggles

Shovel

Emergency Oxygen

Fifty-five (55) Gallon Drums – Minimum of five (5)

Fire Extinguishers

First Aid Equipment

ITEM # 2 - EMERGENCY RESPONSE – PAINT MANAGEMENT PROGRAM (Cont'd)

Telephone and/or two (2) Way Radio Communications (Intrinsically Safe)

The safety equipment shall meet level criteria protection where applicable.

The bidder must be able to respond within three (3) hours if called Monday – Saturday from 7:00AM – 3:00PM during regular working hours and within four (4) hours if called to respond at other times. The Contractor must supply two (2) people.

The person responding must have at a minimum forty (40) hours OSHA training.

The price shall be for time spent on site and **NOT** preparation or transportation time.

LIST OF EQUIPMENT AND VEHICLES TO BE USED FOR PAINT DISPOSAL

QUANTITY	DESCRIPTION (SIZE, CAPACITY, ETC.)	CONDITION	SERVICE	LOCATION
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.