



*Barbara Jo Crea, Director*  
*Gary Quinn, Deputy Director*  
*Virginia E. Haines, Commissioner*  
*John P. Kelly, Commissioner*  
*Frank Sadeghi, 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***

***MAINTENANCE, REPAIR, AND RESURFACING OF SPORTS COURTS***

***2024***

***ADVERTISEMENT DATE: June 12, 2024***

***OPENING: July 2, 2024, 11:00 am***

***Bid Category: 16- Maintenance and Repair of Equipment***  
***22- Public Works, Park Equipment and Construction Services***

## ***Notice to Bidders***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **MAINTENANCE, REPAIR, AND RESURFACING OF SPORTS COURTS** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, July 2, 2024 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, 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.

Bid Security in the amount of 10% of the total bid shall be supplied in the form of a Certified Check, Cashier's Check or Bid Bond, but not in excess of \$20,000.00. E-bonds through Surety2000 or Tinubu are also acceptable. See Vendor Questionnaire for additional information regarding e-bonds.

Electronic Submission Site: <https://procurement.opengov.com/portal/oceancounty/>

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

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

Signed:

**BARBARA JO CREA**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***Contact Information and Project Timeline***

### **Summary**

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

### **Contact Information**

For further information regarding these specifications, contact

**Jessica Hannold**

Buyer

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

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

**Department:**

Parks Department

### **Timeline**

<b>Advertising Date</b>	June 12, 2024
<b>Bid Opening Date</b>	July 2, 2024, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## ***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, July 2, 2024.

### **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.

**NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".**

***Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available***

### **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.

**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.

**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**

A Bid Security in the form of a Bond, Cashier's Check or Certified Check, made payable to the County of Ocean in the amount of ten percent (10%) of the total amount of the bid (but not in excess of \$20,000.00) must accompany each proposal as a guarantee which may be forfeited and retained by the County in lieu of its other legal remedies if a successful bidder's proposal is accepted by the County and he shall fail to execute and return to the County the required contract and bonds within twenty-one (21) days after the award of the contract by the County.

**Performance Bond**

A Performance Bond in the form of a Certified Check (cash) or Bond, from a surety company authorized to transact business in the State of New Jersey, in the amount of 100% of total bid will be required from the successful bidder, to insure faithful performance of the contract. The Performance Bond and contract must be filed with the County of Ocean within twenty-one (21) days of the award resolution, or the contract will be subject to rescission.

**Pricing Proposal**

Bidders must use the proposal form provided in the bid specifications.

**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.

**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://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

**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 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.

### **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.

### **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.

### **Special Surety Bid Requirements for Certain Construction Projects**

The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

### **Owner's Approval of Security Bond and Bond Company**

The form of the security bond and the company shall have the approval of the Owner. The surety company shall have minimum ratings, and a financial size category appropriate to the project size as listed below and as shown in the latest report of Best's Key Rating Guide, Property-Casualty, issued by A.M. Best Company, Oldwick, New Jersey.

Size Rating Financial Size

0 to 1 million A- IV

1 million to 5 million A- VII

5 million to 10 million A- VIII

10 million and over A- IX

### **Fulfilled Surety Requirements**

The Bidder shall provide documentation that the Surety has fulfilled the requirements of N.J.S.A. 2A:44-143. Should the Bidder elect to use a Surety which does not fulfill the minimum Best's Key Rating above or is not rated by the A.M. Best Company, the Bidder must provide documentation, and any information required for the verification of presented documentation, that the surety is rated in one of the three highest categories by an independent, nationally recognized United States rating company in accordance to the "Administrative Procedure Act." The bond shall be maintained in full force for a period of twelve (12) months after the date of final acceptance by the Owner of the work, to guarantee that the Contractor will make good any faults and/or defects in the work arising from improper or defective workmanship or materials which may appear during that period.

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

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

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

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

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division

of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

### **Pay to Play Requirements**

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

### **Statement of Ownership**

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

### **Review by State Comptroller**

Pursuant to N.J.S.A. 52:15C-14(d), if the total consideration of the project exceeds \$2,500,000 million dollars, relevant records of private vendors or other persons entering into contracts with the Owner are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **Certification of Non-Debarment**

Pursuant to N.J.S.A. 52:32-44.1 (P.L. 2019, c.406) any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with Federal Government agencies, shall also be prohibited from contracting for public works in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity. Prior to awarding a contract for public works, a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with Federal Government agencies.

### **Open Public Records Act (OPRA)**

**\*\* ATTENTION\*\***

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

## ***Important Instructions for Electronic Submittal***

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

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

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 OpenGov bid submission page.**

## *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**

**EXHIBIT B**

### **CONSTRUCTION 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, up grading, 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 or workers' representative of the contractor's commitments under this act 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. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27 7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card

carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the

contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C.17:27-1.1 et seq.

## *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.

## *Scope of Work*

### **SCOPE OF WORK**

See "Attachments", "Project Documents" for detailed specifications. Additionally, please download, complete and upload the Compliance Pages located in Question #10 of the Vendor Questionnaire.

## *Vendor Questionnaire*

### **Bid Security\***

#### **PHYSICAL HARD COPY BID SECURITY INSTRUCTIONS:**

Upload a copy of your Bid Security. Bid Security shall be in the form of a cashier's check, certified check, or bid bond.

**Original Hard-Copy Bid Security must be received by 11:00 am prevailing time on Tuesday, July 2, 2024 or your submission will be rejected.**

#### ***BID BOND MUST BE LABELED WITH THE TITLE AND DATE THE BID IS DUE***

**EXAMPLE: BID BOND FOR MAINTENANCE, REPAIR, AND RESURFACING OF SPORTS COURTS OPENING ON Tuesday, July 2, 2024**

Original may be mailed or hand delivered to:

Clerk of the Board  
Ocean County Administration Building  
101 Hooper Avenue, Room 328  
Toms River, NJ 08753

Bid Security may also be hand delivered at the public bid opening and may not be received after 11:00 am prevailing time on Tuesday, July 2, 2024.

The County is not responsible for late submissions and no consideration will be made for bid security received after the date and time stipulated in the Notice to Bidders **even if you have completed your bid online.**

**If the original bid security is not received by the date and time stipulated in the Notice to Bidders, your submission will be rejected.**

#### **ELECTRONIC BID SECURITY INSTRUCTIONS:**

If your company is using the electronic bond verification, please upload a digital copy of the confirmation of the filing of the electronic bond then proceed to Question #2, "Electronic Verification of Bid Security" to input your bond's serial number.

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

\*Response required

#### **Electronic Verification of Bid Security\***

The County has accounts with two (2) online Bid Security programs: Surety2000 and Tinubu. Use of these platforms is fee-based and bidders can utilize either platform to obtain an electronically issued, verified and legal bid bond which can be used for bidding purposes. *No bid bond can be created by the bonding agent on the site without the Surety agency being fully aware of that bond.* Only agents appointed directly by the Surety agencies can issue bid bonds electronically.

To use Surety2000, please use this link to access the site: [www.surety2000.com](http://www.surety2000.com).

To use Tinubu, please use this link to access the site: [www.tinubu.com/ebonding](http://www.tinubu.com/ebonding)

You must complete all necessary steps to log in to the site and obtain the bid bond.

**Bond Identifier:**OCP070224

***USE THIS CODE WHEN EXECUTING YOUR BID BOND.***

Once an official bid bond is issued, use the space below to input your company's E-Bond Serial Number.

The number will look like this from Surety2000: **SNJ5185268**

The number will look like this from Tinubu: **1234-4567-7891-0123**

*This number will then be used at the bid opening to verify your company's bid bond.*

**If you are not using this method for Bid Security submission please write "N/A" in the field provided.**

Please note that the County is **not responsible** for late submissions and no consideration will be made for bid security received after the date and time stipulated in the Notice to Bidders **even if you have electronically submitted your bid on time.**

**If the original bid security is not able to be verified by the date and time stipulated in the Notice to Bidders, your submission will be rejected.**

\*Response required

**Confirmation of Understanding of Bid Security\***

Accompanying this Proposal is a guarantee payable to County of Ocean for 10% of the total bid, not to exceed \$20,000, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if contract is awarded to the undersigned and the undersigned shall fail to execute the contract or shall fail to furnish the Performance Bond and Payment Bond required, within the stipulated time, otherwise said check will be returned to the undersigned.

**By Confirming, Bidder understands that Bid Security in the amount of 10% of the total bid not to exceed \$20,000 must be received by the date and time stipulated in the Notice to Bidders and that failure to supply the Bid Security is automatic cause for rejection of the bid.**

Please confirm

\*Response required

**Electronic Acknowledgment of Addenda\***

Bidder understands and confirms that addenda posted in the "Addenda & Notices" section of this solicitation has been acknowledged.

Please confirm

\*Response required

**REQUESTED 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
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

**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

**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 AA201 for Construction). This form is available [here](#).

**QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:**

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

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

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

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

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

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

A Valid BRC is required Prior to Award of Contract. Please upload your company's BRC.

Use the following link to check the status of your company's BRC:

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

NOTE: a BRC is not required at the time of bid submission, only prior to award of the contract.

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**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

### **Compliance Responses\***

Please download the attached Compliance Pages. Complete each compliance line by placing a check mark in the box for yes or no. Once finished, upload the completed document here. If you are taking any exceptions to any of the compliance lines, please list and explain each exception in detail on company letterhead. Please upload the exceptions letter with the completed compliance pages.

- [COMPLIANCE PAGES - MAINTENA...](#)

\*Response required

### **References\***

Please submit references for similar work completed within the prior three (3) years.

\*Response required

### **Manufacturer Certification**

Indicate the resurfacing materials the manufacturer used for each project. Please provide a copy of the manufacturer's certification authorizing the vendor to apply all resurfacing materials. *The certification is requested to be submitted with the bid, but will be required prior to contract award.*

### **Public Works Registration Certificate\***

All workers performing public works activities shall be paid prevailing wages in accordance with the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11-56.25 et seq.). All contractors and subcontractors shall comply with the provisions of "The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48 et seq.).

- 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 ensure 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.

**This certificate must be received by Ocean County prior to contract award. However, submission of this certificate with your proposal is strongly suggested to streamline the review process.**

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

\*Response required

### **CERTIFICATION OF NON-DEBARMENT FOR PUBLIC WORKS CONTRACTS\***

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency. The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The

law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership.

**This form must be received by Ocean County prior to contract award. However, submission of this form with your proposal is strongly suggested to streamline the review process**

**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

**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

**ADDITIONAL VENDOR DOCUMENTATION**

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

**Please note, the only acceptable file forms are as follows:**

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)**

**Images (jpg, png, bmp, tif)**

**Acknowledgment of Documents and Forms from this 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

**Bid Documents\***

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*

### MAINTENANCE, REPAIR, AND RESURFACING OF SPORTS COURTS

Line Item	Description	Qty.	Unit of Meas.	Unit Cost	Total Cost
1	Conversion and Resurface of Two (2) Tennis Courts into Six (6) Pickleball Courts, Ocean County Park, 659 Ocean Ave., Lakewood, NJ 08701, As Specified; Courts Consist of an Estimated Total of 8,000 sq. ft. Cost for This Conversion and Resurfacing Shall be Lump Sum and Inclusive of All Materials and Labor.	1	LS		
2	Maintenance and Repair of Various Types of Courts, per Square Foot, As Needed, As Specified.	55,000	SQ. FT.		
3	Resurfacing of Portions of Various Types of Courts, per Square Foot, As Needed, As Specified.	55,000	SQ. FT.		
4	Resurfacing of Various Types of Courts, per Court, As Needed, As Specified.	24	EA		
<b>TOTAL</b>					

## **SCOPE OF WORK**

Ocean County Parks and Recreation Department currently has 24 courts (22 tennis/pickleball and 2 basketball). At any time during the course of this contract, maintenance, resurfacing, or repair may be needed. The County reserves the right to add or remove locations throughout the course of this contract.

Primary locations of parks where services may be needed are listed below:

- Ocean County Park- 659 Ocean Ave, Lakewood, NJ 08701
- Beaver Dam County Park- 3430 Bridge Ave, Point Pleasant, NJ 08742
- Jakes Branch County Park- 1100 Double Trouble Rd, Beachwood, NJ 08722
- Stanley “Tip” Seaman County Park- 120 Lakeside Dr, Tuckerton, NJ 08087

Prospective bidders are encouraged to visit each location to get a better understanding of the work that will be required under this contract. Contact Geoffrey Lohmeyer, Park Manager, at (732) 506-9090 for information.

## **WORK TO BE PERFORMED**

### **ITEM #1 - Conversion and Resurfacing of Two (2) Tennis Courts to Six (6) Pickleball Courts at Ocean County Park , 659 Ocean Ave., Lakewood, NJ 08701**

Performance of this conversion shall be aligned with the materials requirements indicated in the Compliance Pages as well as the following specifications:

1. Pressure wash courts to clean out cracks and remove all mold/mildew
2. Repair all existing cracks with tape and crack filler made for tennis/pickleball courts
3. Fill minor cracks with rubberized nova caulk
4. Route all cracks larger than ¼” wide to accept patch repair material per Compliance specification
5. Prior to resurfacing, fill all low spots over 1/8” per American Sports Builders Association (ASBA) specifications with acrylic binder
6. Apply one (1) acrylic factory textured filler coat to all patches and repairs
7. Sand and smooth patches
8. Install four coat color system and pickleball lines
9. Color of courts should be blue and green with white lines
10. Install six (6) sets of pickleball posts, nets and center straps
11. Pickleball Net Posts shall be Edwards 3” Classic Round, item 1371705, or equal
12. Pickleball Nets shall be Edwards 36”, item 1296778DS, or equal
13. Existing tennis poles and nets will remain as barrier between courts

**WORK TO BE PERFORMED (CONT'D)**

**ITEM #2 - Maintenance and Repair of Various Types of Courts, PRICED PER SQUARE FOOT**

Over the course of this contract, the County may need portions of existing courts to be repaired or maintained. The Parks department will call for quotes for work to be performed. The quote must be approved by the Parks Department before commencement of any work and be provided by the Vendor free of charge. All work shall adhere to the minimum provisions for maintenance and repair as outlined in these specifications as well as the materials requirements indicated in the Compliance Pages.

Maintenance and Repairs shall be aligned with the minimum requirements set forth in these specifications and may include the following services:

1. Pressure wash courts to clean out cracks and remove all mold/mildew
2. Repair all existing cracks with tape and crack filler required for specified court
3. Fill minor cracks with rubberized nova caulk
4. Route all cracks larger than ¼" wide to accept patch repair material per Compliance specification
5. Apply one (1) acrylic factory textured filler coat to all patches and repairs
6. Sand and smooth patches
7. Reinstall color coat if needed. Colors will be based on the pre-existing court color.

**ITEM #3 - Resurfacing of Portions of Various Types of Courts - PRICED PER SQUARE FOOT**

Over the course of this contract, the County may need portions of existing courts to be resurfaced. Since the court sizes differ, resurfacing of portions of such courts shall be billed by the square foot. All work shall adhere to the minimum provisions for resurfacing as outlined in these specifications as well as the materials requirements indicated in the Compliance Pages.

**Services to include:**

1. Pressure wash courts to clean out cracks and remove all mold/mildew
2. Repair all existing cracks with tape and crack filler made for tennis/pickleball courts
3. Fill minor cracks with rubberized nova caulk
4. Route all cracks larger than ¼" wide to accept patch repair material per Compliance specification
5. Prior to resurfacing, fill all low spots over 1/8" per American Sports Builders Association (ASBA) specifications with acrylic binder
6. Apply one (1) acrylic factory textured filler coat to all patches and repairs
7. Sand and smooth patches
8. For tennis courts, apply color: blue and green with white lines
9. For dual use tennis/pickleball courts, apply color: blue and green with white tennis lines and light yellow pickleball lines
10. For basketball courts, apply color: blue and green with white lines
11. Replacement poles and nets will be included in the cost of resurfacing for all pickleball and tennis courts

**WORK TO BE PERFORMED (CONT'D)**

**ITEM #4 – Resurfacing of Various Types of Courts - PRICED PER COURT**

Over the course of this contract, the County may need existing courts to be completely resurfaced. Resurfacing of such courts shall be billed per court. All work shall adhere to the minimum provisions for resurfacing as outlined in these specifications as well as the materials requirements indicated in the Compliance Pages.

**Services to include:**

1. Pressure wash courts to clean out cracks and remove all mold/mildew
2. Repair all existing cracks with tape and crack filler made for tennis/pickleball courts
3. Fill minor cracks with rubberized nova caulk
4. Route all cracks larger than ¼” wide to accept patch repair material per Compliance specification
5. Prior to resurfacing, fill all low spots over 1/8” per American Sports Builders Association (ASBA) specifications with acrylic binder
6. Apply one (1) acrylic factory textured filler coat to all patches and repairs
7. Sand and smooth patches
8. For tennis courts, apply color: blue and green with white lines
9. For dual use tennis/pickleball courts, apply color: blue and green with white tennis lines and light yellow pickleball lines
10. For basketball courts, apply color: blue and green with white lines
11. Replacement poles and nets will be included in the cost of resurfacing for all pickleball and tennis courts

All materials and work performed against this contract shall be in compliance with the following minimum requirements.

	<u>COMPLIANCE</u>	
	<u>YES</u>	<u>NO</u>
<b>Materials:</b>		
Prior to resurfacing, all low spots over 1/8" shall be filled per American Sports Builders Association (ASBA) specifications with acrylic binder	<input type="checkbox"/>	<input type="checkbox"/>
Rubberized NovaCaulk shall be used to fill minor cracks	<input type="checkbox"/>	<input type="checkbox"/>
One (1) acrylic factory textured filler coat shall be applied to all patches and repairs	<input type="checkbox"/>	<input type="checkbox"/>
Armor Crack Repair System shall be used to repair all major cracks	<input type="checkbox"/>	<input type="checkbox"/>
All re-surfacing materials shall be Laykold Masters Colors (supplied by Advanced Polymer Technology), or equal	<input type="checkbox"/>	<input type="checkbox"/>
The resurfacing materials manufacturer shall be ISO 9001 certified	<input type="checkbox"/>	<input type="checkbox"/>
Resurfacing materials shall not contain any lead, mercury, nor have any heavy metals, PCB or formaldehyde	<input type="checkbox"/>	<input type="checkbox"/>
Successful bidder shall apply all resurfacing materials in accordance with the manufacturer's guidelines	<input type="checkbox"/>	<input type="checkbox"/>
Final topcoat shall be broom finish to meet the specified manufacturer's warranty	<input type="checkbox"/>	<input type="checkbox"/>
Water used in all mixes shall be clean, fresh, and potable	<input type="checkbox"/>	<input type="checkbox"/>
<b>Materials Shall Consist Of:</b>		
Laykold Masters, or Equal, <b>FlexFill:</b> a highly flexible acrylic emulsion used for asphalt substrate surface preparation used on new asphalt substrates only.	<input type="checkbox"/>	<input type="checkbox"/>
Laykold Masters, or Equal, <b>Filler:</b> a flexible, factory textured emulsion used as an interface coating.	<input type="checkbox"/>	<input type="checkbox"/>
Laykold Masters, or Equal, <b>Top Coat:</b> a flexible, pigmented, wear and weather resistant color coat emulsion	<input type="checkbox"/>	<input type="checkbox"/>
Laykold, or Equal, <b>Line Prime:</b> a clear drying acrylic emulsion line primer.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other:</b>		
Minimum curing temperature: 50° degrees	<input type="checkbox"/>	<input type="checkbox"/>
Due to the minimum curing temperature, work shall be completed within thirty (30) business days from the Parks and Recreation Department's Notice to Proceed.	<input type="checkbox"/>	<input type="checkbox"/>
Color samples shall be provided prior to installation	<input type="checkbox"/>	<input type="checkbox"/>
<b>Warranty:</b>		
Five (5) year limited material and installation	<input type="checkbox"/>	<input type="checkbox"/>