



*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*

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RECONSTRUCTION OF NEW CENTRAL AVENUE (CR 31) & NORTH HOPE CHAPEL ROAD (CR 639) ROUNDABOUT, TOWNSHIP OF JACKSON

***ADVERTISEMENT DATE: August 8, 2024
OPENING: September 12, 2024, 4:00 pm***

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for **Construction Management and Inspection Services for Reconstruction of New Central Avenue (CR 31) & North Hope Chapel Road (CR 639) Roundabout, Township of Jackson.**

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, September 12, 2024.**

Proposals 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.

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm>

for additional guidance and requirements.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

This project involves Federal funding participation. The County will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

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

Signed:

BARBARA JO CREA, Director

JENNIFER L. BOWENS, Purchasing Agent

Introduction to Proposers

Summary

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for Construction Management and Inspection Services for Reconstruction of New Central Avenue (CR 31) & North Hope Chapel Road (CR 639) Roundabout, Township of Jackson.

Contact Information

For further information regarding these specifications, contact

Jennifer Bowens

Purchasing Agent

Email: ocpurchasing@co.ocean.nj.us

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

Department:

Engineering

Timeline

Advertising Date	August 8, 2024
Question Submission Deadline	August 29, 2024, 11:00am
RFP Receipt Date	September 12, 2024, 4:00pm Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Instructions to Proposers

INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing Construction Management and Inspection services for the duration of the construction project.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

The County will be using funds provided by the Federal Highway Administration (FHWA) and administered by the New Jersey Department of Transportation (NJDOT) and the North Jersey Transportation Planning Authority (NJTPA). All work, administration, inspection, testing, permit requirements, reporting and documentation procedures must adhere to NJDOT and FHWA regulations and requirements.

The successful vendor(s) must have a minimum of ten years experience in providing Construction Management and Inspection services.

Current Emerging Small Business Enterprise (ESBE) goal is 0.00%. ESBE participation on Federally funded projects shall consist of ESBEs and/or Disadvantaged Business Enterprises (DBE) (Firms certified as DBEs are considered as ESBEs).

METHOD OF SUBMISSION

Technical Proposal

The county of Ocean is accepting **only** electronic technical proposals for this RFP. Submitting your proposal manually is cause for rejection.

DO NOT submit a hard copy of your electronic submission.

Cost Proposal/Fee Schedule

Cost Proposals/Fee Schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

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Administration Building

101 Hooper Avenue

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cost proposals/fee schedules or man-hour estimates with the technical proposal submission. Failure to submit the cost proposals/fee schedules in the method clearly stated in this RFP will be cause for rejection.

All cost proposals/fee schedules must be enclosed in a **sealed package containing three (3) copies of the Fee Schedule of Direct Salary Hourly Rates**, identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes.

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

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.

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.

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Responsiveness to the Request for Proposal 1) Demonstrating thorough understanding of all project requirements (5) 2) Technical quality and completeness of the proposal (5) 3) Sensitivity to public concerns and interest (5)	Points Based	15 <i>(15% of Total)</i>
2.	Experience and Knowledge of the Firm and Team Members 1) Details of similar recent projects (10) 2) Project team organization (10) 3) Knowledge of Ocean County, FHWA and other applicable Public Agency requirements (10) 4) Qualifications of the designated Resident Engineer and Resident Inspector (15) 5) Experience of the designated Resident Engineer and Resident Inspector (15) 6) Reference recommendations of the designated Resident Engineer and Resident Inspector (5)	Points Based	65 <i>(65% of Total)</i>
3.	Viability of Conceptual Approach to the Project 1) Detailed approach to tasks presented in the scope of work (10) 2) Project tasks detailed within schedule (10)	Points Based	20 <i>(20% of Total)</i>

Scope of Work

SCOPE OF WORK

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFP document and Scope of Work.

Vendor Questionnaire

OpenGov Vendor Account Verification*

I have verified that I am logged into OpenGov using an **account name** that corresponds to the **Tax ID number** and **Business Name** used throughout all documentation in this solicitation. I further understand that should my company be awarded a contract with Ocean County, the company information listed on in the **Contract Information Field** will be used to generate all contract documents.

☐ Please confirm

*Response required

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

CONTRACT INFORMATION*

Should your company be awarded a contract with Ocean County, please provide the contact name and address where the contract documents should be mailed.

*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 AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

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 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

NOTE: a BRC is not required at the time of 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 PROPOSER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

☐ Yes

☐ No

*Response required

Americans with Disabilities Act Provisions*

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

☐ Yes

☐ No

*Response required

TECHNICAL PROPOSAL *

Please upload your technical proposal for Construction Management and Inspection Services for Reconstruction of New Central Avenue (CR 31) & North Hope Chapel Road (CR 639) Roundabout, Township of Jackson.

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

COST PROPOSAL*

Cost Proposals/Fee Schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

Ocean County Purchasing Department

Administration Building

101 Hooper Avenue

Toms River, New Jersey 08753

The Cost Proposals/Fee Schedules shall be mailed or hand delivered and must be received prior to 4:00 PM, prevailing time on Thursday, September 12, 2024. **Do not submit a copy of the cost proposals/fee schedules or man-hour estimates with the technical proposal submission.** Failure to submit the cost proposals/fee schedules in the method clearly stated in this RFP will be cause for rejection.

All cost proposals/fee schedules must be enclosed in a **sealed package containing three (3) copies of the Fee Schedule of Direct Salary Hourly Rates**, identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes.

Submitting the Cost Proposal/Fee Schedule with the electronic submission will be cause for rejection.

By confirming this question, the proposer understands that the County is not responsible for late submissions and no consideration will be made for Cost Proposals received after the date and time stipulated in the Notice to Proposers, **even if you have completed your proposal online.**

☐ Please confirm

*Response required

REFERENCES

Please upload your references for Construction Management and Inspection Services for Reconstruction of New Central Avenue (CR 31) & North Hope Chapel Road (CR 639) Roundabout, Township of Jackson.

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

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

Images (jpg, png, bmp, tif)

CERTIFICATE OF INSURANCE

Please upload your Certificate of Insurance for Construction Management and Inspection Services for Reconstruction of New Central Avenue (CR 31) & North Hope Chapel Road (CR 639) Roundabout, Township of Jackson.

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Images (jpg, png, bmp, tif)

NJDOT APPROVED OVERHEAD RATES*

Please upload the NJ DOT Approved Overhead Rates for your company.

*Response required

ADDITIONAL VENDOR DOCUMENTATION

Please use this area to include additional paperwork you wish to be considered as part of this RFP.

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Images (jpg, png, bmp, tif)

SUBMISSION OF PROPOSAL FORMS*

Proposers shall complete all documents and acknowledge all terms included with this package. 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. Failure to follow these instructions is cause for rejection.

☐ Please confirm

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REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting proposals for the services of a Construction Management Consultant to provide **Construction Management and Inspection Services for Reconstruction of New Central Avenue (CR 31) & North Hope Chapel Road (CR 639) Roundabout, Jackson Township.**

The Request for Proposal (RFP) is available on the Ocean County Procurement Portal Website: <https://procurement.opengov.com/portal/oceancounty/> or by contacting the Ocean County Purchasing Department at 732-929-2101.

All proposals must be received prior to **4:00pm**, prevailing time on **Thursday, September 12, 2024**. The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated in this notice.

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

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Signed: **BARBARA JO CREA**
Director

JENNIFER BOWENS
County Purchasing Agent

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I. INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing Construction Management and Inspection services for the duration of the construction project.

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III. **SCOPE OF WORK**

The construction project consists of the reconstruction of the New Central Avenue (CR 31) and North Hope Chapel Road (CR 639) intersection in the Township of Jackson to replace the existing signalized intersection with a modern single lane roundabout. The roundabout will be ADA and MUTCD compliant. The work will include excavation, grading, drainage, paving, concrete work, electrical work, lighting, utility coordination, construction staging, landscaping, sidewalk, signing and striping. The work is slated to begin in the first or second quarter of the year 2025.

Refer to the attached Project Plans, Specifications, Approved Categorical Exclusion Document, and Ocean County Procedures for Administration and Inspection of Federal Aid Highway Projects for additional information.

The Consultant firm shall provide the County of Ocean with all necessary Contract Administration, Inspection, Resident Engineering and testing work to assure a successful completion of the project, acceptance of the improvements by NJDOT, and project closeout with NJDOT.

The Consultant firm shall provide a qualified (full-time) Resident Engineer. This individual must have substantial recent experience as Resident-in-Charge of projects of comparable size and complexity for NJDOT or the Counties of New Jersey. Additional certifications and/or licenses relative to the type of construction are a plus. A list of at least 3 references for the Resident Engineer must accompany all proposals. This individual should also be familiar with Federal reporting requirements and have experience working on a Federal Aid Project.

The Resident Engineer shall be either a New Jersey Licensed P.E. or NICET IV.

It is strongly recommended that the Resident Engineer complete the Highway Inspection Procedures for Federal Aid Projects course which presents essential requirements and procedures for insuring conformance with contract plans and specifications including records and documentation necessary to facilitate reimbursement to recipients of federal funds. This course is offered by Rutgers CAIT and further information can be found at: <https://cait.rutgers.edu>

The Resident Engineer will be expected to possess the following skills and perform at least the following tasks and maintain complete and thorough records utilizing all required FHWA procedures and forms and maintain a daily digital photo log:

- 1) Possess communication and coordination skills required to carry out the responsibilities of construction management;
- 2) Review and provide comments to the County Engineer on the bid specifications, drawings and documents to identify issues of concern.
- 3) In conjunction with the County Engineer, review the Contractor's proposed schedule for all project tasks and activities.

- 4) Consult with the County Engineer on any Contractor requests or interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions which may arise.
- 5) Review and recommend for final approval of the County Engineer all shop drawing submittals.
- 6) Review and recommend all requests for payments submitted by the Contractor(s) to the County in accordance with the contract document.
- 7) Review, recommend and prepare all change orders either resulting from as-built conditions, unforeseen circumstances or owner initiated requests prior to submission for approval by the Board of Commissioners.
- 8) Endeavor to achieve safe and satisfactory performance from the Contractor. Recommend courses of action to the County when the requirements of the contract are not being fulfilled and the non-performing party will not take satisfactory corrective action.
- 9) Record the progress of the project. Provide written progress reports and photographs to the County Engineer including information showing percentages of completion, project budget and the number and amount of approved change orders and maintain a project log, including the measure of quantities as they are built.
- 10) Assist the County Engineer in preparing a punch list of incomplete or unsatisfactory items and a schedule for their completion and assist in determining when the project is substantially complete.
- 11) Finalize all inspections, estimates and as-built quantities and as-built drawings needed to close out the project.
- 12) Perform Inspection and create necessary reports in accordance with applicable Ocean County and New Jersey Department of Transportation guidelines and requirements regarding construction inspection procedures of projects funded with Federal Highway Administration Funds.
- 13) Ensure all material sampling and testing is properly conducted and documented in the project file and referenced in the daily reports. The Consultant firm will be responsible for any pay adjustment cost penalties assessed due to failure of the Consultant to ensure material testing compliance.
- 14) Accurately maintain records during construction including daily inspection reports (NJDOT form DC-29 or DC-144 or approved equal), item summary sheets, field notes, measurements, engineer's diary, material delivery tickets initialed by the inspector before placement, material certifications, material questionnaires DBE requirements, material testing results and Buy America Certification.

The Scope of Work shall include, but not be limited to, the tasks listed below. It will be the Consultant's responsibility to familiarize itself with the overall construction project, review the available information, and to identify and justify any additional tasks that will be required beyond those described in the SOW contained herein. Additional tasks beyond that described in this SOW, but which the Consultant believes are necessary to complete this project, must be approved prior to the acceptance of the Consultant's final proposal.

1. Construction Inspection

Provide full time supervision and detailed inspections to ensure construction is completed in conformance with the approved plans and specifications. The Consultant shall be at the construction site at all times when there is work being performed, deliveries received, or

Contractor or his subcontractor(s) are on site. The RE and the inspector(s) shall maintain a detailed diary of all work performed at the site in accordance with all FHWA and NJDOT requirements, and in compliance with 23 CFR, as well as the Ocean County Procedures for Administration and Inspection of Federal Highway Projects. The diary will document inspections, delivery verifications, quality of materials, and work performance to ensure construction is in accordance with the plans and specifications. As a minimum, the following shall be performed:

- a. Perform the on-site inspection of items of work and inspect, and approve or recommend rejection, construction materials accepted by certification, or tested by other agencies as hereafter noted.
- b. Prepare and maintain detailed field inspection records; including reports, forms, job diary, photographs, detailed procedures, etc. The detailed field inspection records shall be in compliance with the SOURCE DOCUMENTATION section of this RFP.

Further, construction inspection records and source documents must be retained and utilized as the basis for payment of completed work and reimbursement of project funds from NJDOT. Construction contract source documents are the material receipts and handwritten notes of exactly what was delivered, how many or how much and handwritten logs of work performed in accordance with the plans and specifications. They are the single most important form of documentation that substantiate quality and quantities and provide the required basis for payment to the Contractor. Work associated with construction inspection task shall ensure documentation is provided as outlined in the SOURCE DOCUMENTATION section within this RFP.

2. **Construction Administration**

Perform all work necessary to achieve safe and satisfactory performance from the Contractor and the successful completion of this construction project including, but not limited to:

- a. Review the Contractor's proposed schedule for all project tasks and activities. Receive and review schedule updates as required by the Contract.
- b. Consult with Ocean County on any Contractor requests or interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions which may arise.
- c. Coordinate the digging of test pits for utilities. Measure and record the elevations and locations of the utilities uncovered.
- d. Review and monitor the relocation of utilities.
- e. Recommend to Ocean County, in writing, the rejection of any work that in the Consultant's opinion does not conform to the contract plans and specifications, and include the reason for each such rejection.
- f. Review written RFIs received from the Contractor. Maintain a log and file of all RFIs and verify construction conformance.
- g. Maintain a complete set of timesheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as all material records, certifications, and as-built quantities.

3. **Meetings**

Arrange, attend and hold meetings as necessary and provide meeting summaries. Meetings may consist of, but are not limited to, the following:

- a. Pre-Construction meeting
- b. Conduct bi-weekly progress meetings
- c. Conduct utility meetings as necessary to ensure construction schedule is maintained.
- d. Attend other meetings such as FHWA and/or NJDOT audits, field inspections, etc.

4. **Shop Drawings**

Assist Ocean County with review of shop drawings, working drawing and supporting design calculations. The RE shall maintain a log and a copy of all shop and/or working drawings and supporting design calculations.

5. **Testing**

Provide services to coordinate, perform, and/or review laboratory and test reports, in accordance with the NJDOT Standard Specification and project Special Provisions for the duration of the project.

The Consultant should include evidence of experience and access to special certified/approved/calibrated testing equipment and lab facilities needed to perform the required services.

The proposal should include resumes for the proposed staff to be utilized for testing services.

The Consultant is required to demonstrate a strong understanding of NJDOT and FHWA policy and procedures on construction phase engineering and testing related services.

6. **Change Orders**

Assist Ocean County with changes in plans, specifications, and any supplemental work during construction to resolve problems, as required. Any Changes in Scope, Time or Contract Amount must first be formally authorized by the County.

7. **Contract Payments**

Determine the amount owed to the Contractor, by reviewing the measurement and/or calculations of quantities involved and certify the Contractor's requests for payment in such amounts on the basis of work completed and in-place and that the quality of the work is in accordance with the Contract Documents and sound construction practices.

Measure pay items or work as needed to verify the Contractor's estimates and prepare estimates of payment to the Contractor in a format acceptable to Ocean County.

Prepare monthly invoices for use by Ocean County when it submits requests to NJDOT for reimbursements. Prior to submitting the monthly invoice packages, the Consultant will be required to prepare, collect and verify that all supporting documents are accurate and sufficient to ensure timely reimbursement to Ocean County.

8. **As-Built Review**

Prepare as-built construction drawings and as-built quantities showing any changes to the original contract quantities. A copy of the as-built drawings will be furnished to Ocean

County in Microstation format. Final As-Built Drawings will also be furnished in archival Mylar originals, and Microstation and PDF formats.

9. **Progress Reports & Certifications**

Advise Ocean County as to the status of the completion of construction of the project by monitoring the adequacy of the Contractor's personnel and equipment, and the availability of the necessary materials and suppliers, so as to meet the project's deadline.

On a monthly basis, prepare and submit to Ocean County a written report on the progress and quality of work in conformance with federal requirements, which shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted;
- A comparison, by tasks, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of all required federal compliance documents for the reporting month.

10. **Project Close Out**

Prepare a punch list of incomplete or unsatisfactory items and a schedule for their completion and assist in determining when the project is substantially complete. Participate in the final inspection of the completed work. Coordinate, schedule, and document any NJDOT corrective action requested work with the Contractor. Measure final pay items of work, prepare any final change order, if needed, and recommend approval of the final estimate of payment. Prepare all final reimbursement and close out documents in accordance with all FHWA and NJDOT requirements.

11. **Grade Checks**

Check the Contractor's construction layout (both horizontal and vertical). However, the horizontal and vertical layout shall be established by the Contractor's Professional Land Surveyor, licensed in the State of New Jersey.

12. **As-Built Survey**

Perform As-Built Survey of the project at substantial completion.

SOURCE DOCUMENTATION

The Consultant shall be responsible for the Construction Contract Source Documentation, consisting of:

- Daily Inspector's Report;
- field notes/diary/photographs;
- measurements (length, width, depth and slope);
- calculations of area, volume, weights;
- sketches;
- a statement of compliance with contract plans and specifications;
- field changes; and
- delivery tickets collected and initialed by the inspector at the point of unloading.

The Consultant RE and inspector(s) shall ensure:

1. Delivery tickets are received before placement of materials and checked for conformance with approved material certifications. Originals will be kept as official record copies in support of copies which will be distributed in support of payment requests. Ticket totals will be compared to original quantity estimates and field measurements in verification of recommended payment quantities.
2. Testing of materials are documented in the project files and referenced in daily inspection reports. Core samples for acceptance testing of HMA pavement will be taken in accordance with the requirements of the Specifications.
3. Daily Inspector's Reports must be legible and are signed and dated by the inspectors.
4. The RE reviews and initials the Daily Inspection Reports.
5. The RE prepares a summary of pay quantities based on the Daily Inspection Reports.
6. The RE and all inspectors keep Diaries to log daily observations for correct procedure, be detailed as much as possible and include information such as:
 - a. Number of workers
 - b. Number of apprentices/trainees
 - c. Work Zone and Traffic Control measures
 - d. Phase of work accomplished with quantities
 - e. Presence of any other inspectors
 - f. Field sketches
 - g. Field orders
 - h. Field sampling/testing
 - i. Field measurements
 - j. Materials delivery
 - k. Wage Rate interviews
7. Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act are met and documented. DC-126 Wage Rate Inspection form will be used to report wage rate inspections.
8. Environmental commitments and/or permit requirements are met and documented in the daily inspection reports. A complete set of all environmental documents must be maintained on site and all permits must be visibly displayed at all times.
9. All pedestrian facilities are constructed in accordance with the American with Disabilities Act (ADA). Forms must be inspected and accepted prior to concrete placement.
10. Project specific Buy America certification, as outlined in 23 CFR 635.410, is received at the time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification will be current, signed, and dated and be specific to the materials.
11. Work Zone Safety and Traffic Control measures are in compliance with 23 CFR 635.108 and the construction plans and specifications. The RE/inspector will be responsible for ensuring that the Contractor is maintaining adequate Work Zone Safety and Traffic Control measures at all times.

IV. **BASIS FOR PROPOSAL**

The proposer firm must provide an organizational chart specific to those personnel assigned to the project, as well as their qualifications. This shall include, but not be limited to, the resumes, names and phone numbers of assigned personnel, as well as descriptions of similar work and references.

The proposer firm must have a minimum of 10 years experience providing similar services to NJDOT or Counties in New Jersey and shall include in their proposal their specific experience in providing such services. The County reserves the right to disqualify proposer firms based on experience and/or references. Proposer firms must be prepared to present the County with suitable evidence of their financial standing upon request.

Understanding the Project: Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and illustrates the methodology that will serve to accomplish the work. This should be limited to four (4) pages. Details of all the firm's services and unrelated projects should not be included in the proposal.

Discussions with Proposers: The County may elect to conduct discussions with responsible proposers who submit proposals determined to be eligible for award. The purpose of these discussions will be to clarify and assure proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the County may not disclose information derived from proposals submitted by competing proposers.

Response Format and Content: The RFP sections that should be submitted and clearly defined are as follows. Failure to include these items may cause the proposal to be determined as non-responsive and the proposal may be rejected.

- Cover Page
- Table of Contents
- Introduction, Background Statement
- Complete proposer information and a specific point of contact if questions should arise
- Organizational Chart and Qualifications/Manpower Distribution
- Staff Qualifications and Resumes
- References
- A statement acknowledging that the proposer shall comply with all conditions outlined. An Officer of the company empowered to bind the company must sign the proposal.
- The Cost Proposal Sheet provided in the RFP must be completed. This is a Cost Plus Fixed Fee contract.

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest (e.g. themselves, spouse or child employed by the County of Ocean) and if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be performed by the vendor. The County's determination regarding any question of conflict of interest shall be final.

The County may exclude a proposer from submitting a proposal, or may reject a proposer's proposal, after making a written determination that the proposer received payment for assistance in drafting the RFP, or obtained substantial information regarding the RFP that was not available to the public.

Cost Proposal: The cost proposal must include all direct and indirect costs associated with the performance of this project. Costs must include, but not be limited to, total number of hours of various professionals, direct expenses, payroll, supplies, percentage of each person's time associated with the project, NJDOT approved overhead rates, and fixed fee profit. Complete all blank fields on the Cost Proposal Sheet.

Exception/Alternate Proposals: To be considered, proposers must follow the instructions outlined in this document. Any exceptions to the terms, conditions or other requirements in any part of the RFP must be clearly stated in the proposal. Otherwise, the County will consider that all proposals offered are in strict compliance with this RFP and the successful proposer will be responsible for compliance.

Right to Negotiate: After the County's completion of the evaluation process, including any discussion held with proposers during the evaluation process, the County may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely on the County. If the County elects to initiate contract negotiations, these negotiations cannot involve changes in the County's requirements or the proposal submitted, which would, by their nature, affect the basis of the source selection and competition previously conducted.

Failure to Negotiate: If the selected proposer fails to provide information required to begin negotiation in a timely manner, if the proposer fails to negotiate in good faith, if the County and proposer cannot mutually agree to an acceptable expenditure or if the proposer and the County, after a good faith effort, simply cannot come to terms, the County may terminate negotiations with the proposer initially selected and commence negotiation with the next highest ranked proposer.

Intent: The County intends to award a contract to the highest ranked proposer that the County can conclude successful negotiations of a fee proposal for this project. Substitution for the Resident Engineer will not be permitted unless extraordinary circumstances occur and approved by the County Engineer. Substitution for the Resident Inspector and other team members may be permitted at the sole discretion of the County Engineer.

The contract shall remain in effect for the duration of the project.

Please note that the construction phase of this project is slated to begin in the first or second quarter of the year 2025.

V. SELECTION CRITERIA

Proposal Evaluation: All Statements of Qualifications and Letters of Interest will be reviewed to determine if they are responsive. A committee, using the criteria set forth herein, will then evaluate responsive proposals.

15% Responsiveness to the Request for Proposal
65% Experience and Knowledge of the Firm and Team Members
20% Viability of Conceptual Approach to the Project

Responsiveness to the Request for Proposal includes:

- 1) Demonstrating thorough understanding of all project requirements (5)
- 2) Technical quality and completeness of the proposal (5)
- 3) Sensitivity to public concerns and interest (5)

Experience and Knowledge of the Firm and Team Members includes:

- 1) Details of similar recent projects (10)
- 2) Project team organization (10)
- 3) Knowledge of Ocean County, FHWA and other applicable Public Agency requirements (10)
- 4) Qualifications of the designated Resident Engineer and Resident Inspector (15)
- 5) Experience of the designated Resident Engineer and Resident Inspector (15)
- 6) Reference recommendations of the designated Resident Engineer and Resident Inspector (5)

Viability of Approach to the Project includes:

- 1) Detailed approach to tasks presented in the scope of work (10)
- 2) Project tasks detailed within schedule (10)

**** 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.

All complete and qualified proposals will be ranked in accordance with the evaluation criteria by a Consultant Selection Committee comprised of representatives from Ocean County, North Jersey Transportation Planning Authority and New Jersey Department of Transportation.

The top technically ranked proposal, in accordance with Federal Brooks Act, will be presented to the Consultant Selection Review Committee. Final selection will not be made upon consideration of the Cost Proposal. The contract will be awarded after successful negotiations with the selected proposer. The fee schedule outlined in the selected proposer's Cost Proposal Sheet submitted as part of his RFP, shall be the basis for this Contract, unless otherwise modified by the County.

VI. PROPOSAL SUBMISSION REQUIREMENTS

1. All Technical responses to the Request for Proposal ("RFP"):

- a. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
- b. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

2. All Cost Proposal/Fee Schedule Submissions for the Request for Proposal ("RFP"):

- a. Must be submitted manually by mail or hand delivered and must be received prior to 4:00pm, prevailing time on the date on which they are to be received.

b. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

VII. AWARD

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

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

VIII. INDEMNITY CLAUSE

The proposer, 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.

IX. INSURANCE REQUIREMENTS

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker'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 shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.

4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability, if applicable, 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 Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Professional Liability

1. Errors and Omissions Coverage - not less than \$1,000,000.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested) and must state the County of Ocean is additionally insured.

X. ADDITIONAL INFORMATION

Payments will be made upon the approval of vouchers submitted by the successful proposer 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.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

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

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

XI. 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.

XII. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the

purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

XIII. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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 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.

XIV. COMPLETION OF DOCUMENTS

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

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RECONSTRUCTION OF NEW CENTRAL AVENUE (CR 31) &
NORTH HOPE CHAPEL ROAD (CR 639) ROUNDABOUT, JACKSON TOWNSHIP
EVALUATION MATRIX**

	WEIGHT (%)	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE
A. RESPONSIVENESS TO THE RFP (15%)							
1. UNDERSTANDING OF PROJECT	5	_____	_____	_____	_____	_____	_____
2. TECHNICAL QUALITY AND COMPLETENESS	5	_____	_____	_____	_____	_____	_____
3. SENSITIVITY TO PUBLIC CONCERNS	5	_____	_____	_____	_____	_____	_____
B. EXPERIENCE AND KNOWLEDGE OF THE FIRM AND TEAM MEMBERS (65%)							
1. DETAILS OF SIMILAR RECENT PROJECTS	10	_____	_____	_____	_____	_____	_____
2. PROJECT TEAM ORGANIZATION	10	_____	_____	_____	_____	_____	_____
3. KNOWLEDGE OF APPLICABLE PUBLIC AGENCY REQUIREMENTS	10	_____	_____	_____	_____	_____	_____
4. QUALIFICATIONS OF DESIGNATED KEY PERSONNEL	15	_____	_____	_____	_____	_____	_____
5. EXPERIENCE OF KEY PERSONNEL	15	_____	_____	_____	_____	_____	_____
6. REFERENCES OF KEY PERSONNEL	5	_____	_____	_____	_____	_____	_____
C. VIABILITY OF CONCEPTUAL APPROACH TO THE PROJECT (20%)							
1. DETAILED APPROACH TO TASKS PRESENTED IN THE SCOPE OF WORK	10	_____	_____	_____	_____	_____	_____
2. PROJECT TASKS DETAILED WITHIN SCHEDULE	10	_____	_____	_____	_____	_____	_____
		Score	Score	Score	Score	Score	Score
TOTAL WEIGHT	100%	_____	_____	_____	_____	_____	_____

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RECONSTRUCTION OF NEW CENTRAL AVENUE (CR 31) & NORTH HOPE CHAPEL ROAD (CR 639) ROUNDABOUT, JACKSON TOWNSHIP
Cost and Work Hour Proposal

Firm Name: _____

Task	DESCRIPTION	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	Title	TOTAL
		ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	ASCE Grade	Clerical	
1	Construction Inspection																
2	Construction Administration																
3	Meetings																
4	Shop Drawings																
5	Testing																
6	Change Orders																
7	Contract Payments																
8	As-Built Review																
9	Progress Reports/Certifications																
10	Project Close Out																
11	Grade Checks																
12	As-Built Survey																
TOTAL HOURS																	
Maximum Direct Hourly Wage Rate (See Note 1)																	
TOTAL DIRECT SALARIES																	

NOTES:

1. Maximum Direct Hourly Wage Rate is used to establish Total Project Not to Exceed Ceiling & establishes Not To Exceed Hourly Wage Rate per Title / ASCE grade for the project duration. A certified payroll schedule listing of Consultant & Subconsultant(s) staff with their ASCE grades and hourly wage rate will be required as of the contract award date

DIRECT SALARIES TOTAL	
NJDOT APPROVED OVERHEAD RATE	
FIXED FEE (% OF DIRECT SALARIES)	
DIRECT EXPENSES	
PROJECT COST	

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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 thereunto, 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.

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RECONSTRUCTION OF NEW CENTRAL AVENUE (CR 31) &
NORTH HOPE CHAPEL ROAD (CR 639) ROUNDABOUT, JACKSON TOWNSHIP
Cost and Work Hour Proposal**

Firm Name: _____

Task	DESCRIPTION	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Title ASCE Grade	Clerical	TOTAL
1	Construction Inspection																	
2	Construction Administration																	
3	Meetings																	
4	Shop Drawings																	
5	Testing																	
6	Change Orders																	
7	Contract Payments																	
8	As-Built Review																	
9	Progress Reports/Certifications																	
10	Project Close Out																	
11	Grade Checks																	
12	As-Built Survey																	
TOTAL HOURS																		
Maximum Direct Hourly Wage Rate (See Note 1)																		
TOTAL DIRECT SALARIES																		

NOTES:

1. Maximum Direct Hourly Wage Rate is used to establish Total Project Not to Exceed Ceiling & establishes Not To Exceed Hourly Wage Rate per Title / ASCE grade for the project duration.
A certified payroll schedule listing of Consultant & Subconsultant(s) staff with their ASCE grades and hourly wage rate will be required as of the contract award date

DIRECT SALARIES TOTAL	
NJDOT APPROVED OVERHEAD RATE	
FIXED FEE (% OF DIRECT SALARIES)	
DIRECT EXPENSES	
PROJECT COST	