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

***REQUEST FOR QUALIFICATIONS
CONSULTANT MATERIAL SAMPLING, INSPECTION AND TESTING
SERVICES FOR VARIOUS PROJECTS IN OCEAN COUNTY***

***ADVERTISEMENT DATE: February 16, 2023
OPENING: March 9, 2023, 4:00 pm***

REQUEST FOR QUALIFICATIONS

The Ocean County Board of Commissioners is requesting qualifications for vendors to provide **Consultant Material Sampling, Inspection and Testing Services for Various Projects in Ocean County.**

The Request for Qualifications (RFQ) is available on the [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<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 4:00 pm, prevailing time on **Thursday, March 9, 2023.** 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:

JOSEPH H. VICARI, Director

JENNIFER L. BOWENS, County Purchasing Agent

INTRODUCTION TO PROPOSERS

Summary

The Ocean County Board of Commissioners is requesting qualifications for the services for **Consultant Material Sampling, Inspection and Testing Services for Various Projects in Ocean County.**

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	February 16, 2023
RFQ Receipt Date	March 9, 2023, 4:00pm

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 qualifications from vendors capable of providing Consultant Material Sampling, Inspection and Testing Services for Various Projects in Ocean County, Where and as Directed by Various Departments of the County of Ocean for a one year contract term.

The intent of this Request for Qualifications (RFQ) is for the County of Ocean to hire one or more firm(s) for each of six categories of material sampling, inspection and testing services. The County will recommend at least one firm for each category. A firm can be recommended for more than one category.

Anticipated Budget:

The County anticipated funding for material sampling, inspection and testing services for various projects in 2023 is to be in the range of \$100,000.

If there are any questions regarding this proposal, please contact John N. Ernst, Ocean County Engineer, at 732-929-2130.

METHOD OF SUBMISSION

The County of Ocean is accepting **only electronic proposals** for this RFQ. Submitting your proposal manually is cause for rejection.

You may only submit one (1) proposal. **DO NOT** submit a hard copy of your electronic submission.

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 submissions with ProcureNow by following these instructions:

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

Once you have completed account registration, browse back to this page, [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

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

Follow the instructions to submit the electronic proposal.

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

EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Responsiveness to the Request for Qualifications 1) Demonstrating thorough understanding of the project requirements (10) 2) Technical quality of the proposal (5) 3) Proximity to Ocean County (15)	Points Based	30 <i>(30% of Total)</i>
2.	Experience and Knowledge of the Firm and Team Member 1) Details of similar and recent projects (10) 2) Knowledge of Ocean County, NJDOT and other applicable Public Agency requirements (15) 3) Qualifications of the designated Team Members (15) 4) Experience of the designated Team Members (15) 5) Laboratory Certifications (15)	Points Based	70 <i>(70% of Total)</i>

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.

SCOPE OF WORK

SCOPE OF WORK

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

VENDOR QUESTIONNAIRE

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)**
- Prohibited Russia-Belarus Activities & Iran Investment Activities

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 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

RESPONSE/ QUALIFICATIONS*

Please upload your vendor response including qualifications for Consultant Material Sampling, Inspection and Testing Services for Various Projects in Ocean County.

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

REFERENCES

Please use this space to upload references.

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 use this space to upload your certificate of insurance.

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

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

Images (jpg, png, bmp, tif)

FEE SCHEDULE OF RATES

Please download the provided Fee Schedule of Rates, complete, and upload.

- [RFQ- Consultant Material Sa...](#)

ADDITIONAL VENDOR DOCUMENTATION

Please use this space to upload any additional information you would like to be considered as part of this RFQ.

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

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

Images (jpg, png, bmp, tif)

PROPOSAL SUBMISSION ACKNOWLEDGMENT*

The County of Ocean is accepting **only electronic proposals** for this RFQ. Submitting your proposal manually is cause for rejection.

You may only submit one (1) proposal. ***DO NOT*** submit a hard copy of your proposal.

Please confirm that you understand that the method of submission for Consultant Material Sampling, Inspection and Testing Services for Various Projects in Ocean County is electronic ***ONLY*** and that submitting a proposal manually is automatic cause for rejection.

Please confirm

*Response required

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

*Response required

ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING MINIMUM INFORMATION:

1. A brief statement of the firm's qualifications and knowledge.
2. A description of quality assurance procedures of the firm.
3. Resumes of key personnel to be assigned to County projects.
4. Examples and actual samples of reports, test results, etc. of similar work.
5. List of references (three minimum).
6. List of related equipment owned or leased.
7. All required documents provided in the Vendor Questionnaire must be filled out and included with your submission. *Please note that, where applicable, the County's preferred method of document submission is DocuSign.*

SUBMISSION REQUIREMENTS

All responses to the Request for Qualifications ("RFQ"):

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

BASIS FOR PROPOSAL

1. Proposer's Experience and Qualifications
 - 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 certifications of assigned personnel, as well as descriptions of similar work and references.
 - All responders are expected to be experienced in all aspects of material sampling, inspection and testing. Examples and actual samples of similar projects completed by the respondent should be submitted in support of the proposal.
 - The proposer firm must have a minimum of 10 years of experience providing similar services to clients in New Jersey and shall include in their proposal their specific experience in providing such services. A list of at least 3 references must accompany all proposals similar to this RFQ (include the fee received if not confidential). 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.
2. Understanding the Project: Proposers must provide a brief narrative statement that illustrates their understanding of the requirements of the project and illustrates the methodology that will serve to accomplish the work.

3. Conflict of Interest

- 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 RFQ, or obtained substantial information regarding the RFQ that was not available to the public.

4. Submission of Proposal: As discussed in Section "Method of Submission", proposals for **Consultant Material Sampling, Inspection and Testing Services for Various Projects in Ocean County, Where and as Directed by Various Departments of the County of Ocean**, must be submitted electronically via the Ocean County Procurement Portal Website. Physical proposals, oral proposals and proposals received via facsimile will not be accepted.

5. Disclosure of Proposal Contents: All proposals and other material submitted become property of the County and may be returned only at the County's option. Information contained in the proposals will not be disclosed during the evaluation process. Under New Jersey's "Right to Know" laws, public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and until after the Notice of Award is issued.

6. 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.

7. Response Format and Content: The RFQ sections that should be submitted and clearly defined are:

- Cover Page
- Table of Contents
- Introduction, Narrative Statement
- Complete proposer information and a specific point of contact if questions should arise
- Organizational Chart, Quality Assurance Procedures
- Qualifications and Resumes
- References

A statement acknowledging that the proposer shall comply with all conditions outlined.

Fee Proposal and Fee Schedule of Rates provided with the RFQ must be completed.

Failure to include these items may cause the proposal to be determined as non-responsive and the proposal may be rejected.

EVALUATION CRITERIA

1. Proposal Evaluation: All proposals will be reviewed to determine if they are responsive. A committee, using the criteria set forth herein, will then evaluate responsive proposals.

A. Responsiveness to the Request for Qualifications (30%)

- 1) Demonstrating thorough understanding of the project requirements (10)
- 2) Technical quality of the proposal (5)
- 3) Proximity to Ocean County (15)

B. Experience and Knowledge of the Firm and Team Member (70%)

- 1) Details of similar and recent projects (10)
- 2) Knowledge of Ocean County, NJDOT and other applicable Public Agency requirements (15)
- 3) Qualifications of the designated Team Members (15)
- 4) Experience of the designated Team Members (15)
- 5) Laboratory Certifications (15)

2. Ranking:

- All proposals will be reviewed by the Review Committee composed of the County Engineer and at least two other senior design staff members.
- All complete and qualified proposals will be ranked in accordance with the evaluation criteria.

FEE PROPOSAL

1. Cost Proposal: The cost proposal must include all direct and indirect costs associated with the performance of this work. **PROPOSER MUST COMPLETE THE "FEE SCHEDULE OF RATES" FORMS PROVIDED WITH THIS RFQ.** A proposer may submit for any or all categories and need only complete the fee schedule for the sections being submitted.

2. 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 RFQ must be clearly stated in the proposal. Otherwise, the County will consider that all proposals offered are in strict compliance with this RFQ and the successful proposer will be responsible for compliance.

3. 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.

4. 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.

Intent: The County intends to recommend at least one firm for each of the six categories. A firm can be recommended for more than one category. The categories are:

1. Portland Cement Concrete Testing
2. Bituminous Concrete Testing
3. Soil Borings and Testing
4. Precast and Structural Member Inspection and Testing
5. Structural Steel Testing and Inspection
6. Professional Services

Consultants must state in their Technical Proposal which categories they are submitting for. Consultants must also complete the chart of category submissions located in the Fee Schedule.

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.

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.

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 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.

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.

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

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

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

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.

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.

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

Pursuant to N.J.S.A. 52:32-60.1, the “person or entity” (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not “engaging in prohibited activities in Russia or Belarus” (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

Vendors may view the Precluded Entities List Here:
<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

TRANSITIONAL PERIOD (excluding Professional Contracts)

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

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.

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.

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 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.

FEE SCHEDULE OF RATES

Firm Name: _____

1. PORTLAND CEMENT CONCRETE TESTING

I. Concrete Design Mix

- (a) Air content of freshly mixed concrete by the pressure method
A.S.T.M. C-213 per mix _____
- (b) Air content of freshly mixed concrete by the volumetric method
A.S.T.M. C-173 per mix _____

II. Controlled Concrete

- (a) Batch Plant Inspector
A technical inspector will be placed at the batch plant to assure that only the approved materials are used; supervise batching of materials and to approve transit mixers for use in the work..... per day _____
or portion thereof
Plus travel expenses of \$_____ per hour or portion thereof
- (b) Field Inspector
A technical inspector will be placed at the project site to observe the mixing and placing of concrete, fabricate the required number of 6" x 12" test cylinders (or beams), conduct slump test, air test, monitor temperatures, and check yield as required..... per day _____
or portion thereof
Plus travel expenses of \$_____ per hour or portion thereof
- (c) Senior Field Inspector
As well as Item b, this inspector will check forms for cleanliness and mortar tightness. Also, he will review blueprints and check placement of reinforcing steel to assure proper placement (spacing, ties, laps), size & quantity of bars..... per day _____
or portion thereof
Plus travel expenses of \$_____ per hour or portion thereof

III. Test Cylinders

- (a) Cap, cure, test and report results of 6" x 12" test cylinders..... per cylinder _____
- (b) Transportation of test cylinders per trip _____

IV. Core Drilling

- (a) Supply one drilling unit and labor to obtain specimens of hardened concrete A.S.T.M. C-42
vertical..... per linear foot _____
horizontal per linear foot _____
(4 1/2" diameter or less)
- (b) Preparing concrete cores for compression testing per core _____
- (c) Compression tests & report..... per core _____

V. Hardened Concrete

(a) Specific gravity, absorption & voids: A.S.T.M. C-642..... per sample _____

2. BITUMINOUS CONCRETE TESTING

I. Preliminary Test of Aggregates - N.J.D.O.T. Specifications

(a) Sieve analysis (dry) per sample _____
(b) Sieve analysis (wet) per sample _____
(c) Absorption & specific gravity..... per sample _____
(d) Organic impurities per sample _____

II. Bituminous Mix Design - N.J.D.O.T. Specifications

(a) Marshall Method (at Vendor's lab) per mix _____
(b) Marshall Method (at Producers lab) per mix _____

III. Quality Control Test - N.J.D.O.T. Specifications

(a) Extraction analysis per sample _____
(b) Bulk specific gravity (density determination) per sample _____
(c) Maximum theoretical specific gravity by A.S.T.M. D2041 per sample _____

IV. Asphalt Plant Control & Inspection - N.J.D.O.T. Specifications

(a) Furnish a technician to witness all weighing of delivery trucks and accordingly, determine the quantity of materials being furnished to the project per day _____
or portion thereof
Plus travel expenses of \$_____ per hour or portion thereof

(b) Furnish asphalt mixing plant inspector to witness the loading of all materials and to make continuous temperature checks of finished products; this inspector will also take samples of materials and perform all quality control as per the specifications per day _____
or portion thereof
Plus travel expenses of \$_____ per hour or portion thereof

V. Field Inspection

(a) Furnish an inspector at the field site to witness the preparing of subbase and tack coat as well as witness placing of all asphaltic materials to determine the thickness of material being laid and to see that it is properly compacted and rolled per day _____
or portion thereof
Plus travel expenses of \$_____ per hour or portion thereof

(b) Nuclear Density Testing

A certified senior inspector to monitor compaction on effort during lay down operation or to obtain data for acceptance criteria.....

per day _____
or portion thereof

Plus travel expenses of \$_____ per hour or portion thereof

VI. Core Drilling

(a) Supply one drilling unit and labor to obtain specimens of finished pavement:

- 4" diameter per linear foot _____
- 6" diameter per linear foot _____
- 8" diameter per linear foot _____
- Or minimum per day _____

(b) Traffic Control for Drilling Cores, Complete per day _____

Note: For quality test of cores obtained see Item IV.

3. SOIL BORINGS AND TESTING

I. Test Boring

- (a) Mobilization-demobilization of equipment..... Lump Sum* _____
- (b) Soil borings in earth 3 3/8" ID Hollow Stem Auger
(truck mounted drill rig)..... per L.F. _____
- (c) Soil borings in earth 3 3/8" ID Hollow Stem Auger
(crawler or tracker mounted drill rig) per L.F. _____
- (d) Undisturbed Samples (Shelby Tube, includes Extraction & Logging)..... each _____
- (e) For all time engaged in clearing, drilling through concrete grouting of test borings, as well as extra work as required by your office and/or field representative and any other delays beyond our control..... per rig crew hour _____
- (f) Test boring permits each _____
- (g) Sand..... per bag _____
- (h) Bentonite per bag _____
- (i) Cement..... per bag _____
- (j) Moisture, Ash, and Organic Matter of Peat/Other Organic Soils ASTM-D2974 _____
- (k) Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils ASTM-D2850 _____
- (l) One-Dimensional Consolidation Properties Using Incremental Loading ASTM-D2435 _____
- (m) Geotechnical Report with foundation recommendations..... Lump Sum _____
- (n) Traffic Coordinator per day or portion thereof _____
- (o) Traffic Control for Test Boring, Complete per day _____

*Ocean County is not responsible for Traffic Control

Plus travel expenses of \$_____ per hour or portion thereof

*Depending upon site-specific locations and accessibility.

The test boring prices, of course, anticipate normal subsurface conditions. If other than normal subsurface conditions are encountered, and difficulty is experienced in advancing the casing, pricing may be adjusted in a manner agreeable to all parties.

II. Sampling

- (a) Sampling and examination of borrowed pits, stock piles or quarries per trip _____
- Plus travel expenses of \$_____ per hour or portion thereof

III. Laboratory Analysis

- (a) Gradation (sieve analysis): A.S.T.M. D-422 per sample _____
- (b) Hydrometer analysis: A.S.T.M. D-422 per sample _____
- (c) Atterburg limits (liquid limit, plastic limit and plasticity index of soils):
A.S.T.M. D-423, D-424, D-4318 per sample _____
- (d) Moisture content: A.S.T.M. D-2216 per sample _____
- (e) Moisture-Density Relations (Compaction):
Standard Proctor: A.S.T.M. D-698 per sample _____
Modified Proctor: A.S.T.M. D-1557 per sample _____
- (f) Classification of soil (visual) per sample _____
- (g) Description & identification of soils (visual –
manual procedures): A.S.T.M. D-2488 per sample _____
- (h) Specific gravity: A.S.T.M. D-854 per sample _____
- (i) Permeability: A.S.T.M. D-2434 per sample _____
- (j) Ph value determination per sample _____
- (k) Dense Graded Aggregate analysis (full analysis
for conformance to N.J.D.O.T. Specifications) per sample _____
- (l) Package of tests of Granular Backfill Material for use of Reinforced
Earth projects per sample _____
- (m) Minimum Resistivity: California D.O.T. 422 per sample _____

IV. Top Soil

- (a) Full analysis for conformance to N.J.D.O.T. Specifications..... per sample _____

V. Field Inspection

- (a) Nuclear Density Testing – A certified senior soils inspector to perform
in place density and moisture test A.S.T.M. D-2922 and 3017 per day _____
or portion thereof

NOTE: No limit on quantity of tests taken during inspection.

Plus travel expenses of \$_____ per hour or portion thereof

4. PRECAST AND STRUCTURAL MEMBER INSPECTION AND TESTING

I. Manufacturing Inspection

- (a) Precast Beam, Culvert, Retaining Wall, Column or Other Structural,
Architectural Member etc.per day _____
or portion thereof

Plus travel expenses of \$_____ per hour or portion thereof

5. STRUCTURAL STEEL TESTING AND INSPECTION

I. Non Destructive Testing

- (a) Magnetic Particleper hour _____
or portion thereof _____
- (b) Dye Penetration per hour _____
or portion thereof _____
- (c) Ultrasonic – Test Engineer & Equipment per hour _____
or portion thereof _____
- (d) Radiographic Equipment & Technician Team Equipmentper hour _____
- (e) Radiographic Film Reviewper linear ft. of film _____
Plus travel expenses of \$ _____ per hour or portion thereof

Note: Equipment Cost - Materials expenditures such as film, magnetic particles, cleaners, dyes, and developers will be charged according to usage.

6. PROFESSIONAL SERVICES:

I. Consultation Services

- (a) Management personnel as authorized per hour..... \$ _____ (Minimum 4 hours)
Plus Travel expenses of \$ _____per hour or portion thereof
- (b) Licensed Professional Engineer as authorized per hour..... \$ _____(Minimum 4 hours)
Plus Travel expenses of \$ _____per hour or portion thereof
- (c) Technician as authorized per hour..... \$ _____ (Minimum 4 hours)
Plus Travel expenses of \$ _____per hour or portion thereof

CONSULTANTS MUST INDICATE BELOW THEIR SERVICE CATEGORIES:

1. Portland Cement Concrete Testing	2. Bituminous Concrete Testing	3. Soil Borings and Testing	4. Precast, Structural Member Inspection and Testing	5. Structural Steel Testing and Inspection	6. Professional Services
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

GENERAL NOTES:

A day is defined to be a normal (8) eight hour work day between the hours of 8:00 a.m. to 4:30 p.m. Any work performed beyond an 8 hour day or outside of the period of 8:00 a.m. to 4:30 p.m. or on Saturdays, Sundays or Holidays; will be billed at _____ % (prorated) of the hourly rate.

Cancellations made less than four (4) hours prior to shift start will be billed at _____ % (prorated) of the hourly rate.