

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

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

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

# BID WELL SYSTEMS INSTALLATION, SERVICE, AND REPAIR

ADVERTISEMENT DATE: February 1, 2023 OPENING: February 22, 2023, 11:00 am

**Bid Category:** 18- Miscellaneous Commodities and Services

#### NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **WELL SYSTEMS INSTALLATION**, **SERVICE**, **AND REPAIR** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Wednesday**, **February 22**, **2023** at **11:00** am, prevailing time.

Bids will be received electronically via the <u>County's OpenGov Electronic Bid Portal</u> (https://procurement.opengov.com/portal/oceancounty/)

Specifications and form of proposal are on the <u>Procurement Portal (Link Above)</u> or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

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

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

Signed:

JOSEPH H. VICARI, Director

JENNIFER L. BOWENS, Purchasing Agent

## CONTACT INFORMATION AND PROJECT TIMELINE

### **Summary**

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

### **Contact Information**

For further information regarding these specifications, contact

#### Jessica Hannold

Buyer

101 Hooper Ave.

Room 224

Toms River, NJ 08753

Email: ocpurchasing@co.ocean.nj.us

Phone: (732) 929-2103

**Department:** 

**Buildings and Grounds** 

#### **Timeline**

Advertising Date	February 1, 2023
Bid Opening Date	February 22, 2023, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

#### IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

### **Instructions for Electronic Bid Submission**

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

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

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

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

Follow the instructions to submit the electronic bid.

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

#### INSTRUCTIONS TO BIDDERS

#### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Wednesday, February 22, 2023.

#### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

#### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

#### **Completion of all Documents**

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

#### Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

#### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

#### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

#### **Specifications**

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

#### **Bid Security**

NO BID SECURITY

#### **Performance Bond**

NO PERFORMANCE BOND

#### **Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

#### **Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

#### **Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

#### **Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

#### **Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

#### **Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

#### Tax Exempt

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

#### **Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

#### **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

#### **Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

#### **American Goods and Products**

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

#### **Market Conditions**

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.

Such events shall be industry wide and cause all related product prices to be effected. All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval. If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

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

#### Assignment

This agreement shall not be assigned without the written consent of the County of Ocean.

#### NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

#### Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

#### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <a href="https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml">https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml</a>

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

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

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

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

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

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

During the course of contract performance:

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

- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <a href="http://www.state.nj.us/treasury/revenue/busregcert.shtml">http://www.state.nj.us/treasury/revenue/busregcert.shtml</a>.

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

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

#### Pay to Play Requirements

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

#### **Statement of Ownership**

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

#### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

#### 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

#### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

#### **Worker's Compensation**

- 1. Limits according to Worker's compensation Laws of the State of New Jersey.
- 2. Contractor's Liability not less than \$100,000.

#### **Comprehensive General Liability**

- 1. Bodily Injury \$500,000 per person; \$1,000,000 per occurrence.
- 2. Property Damage \$1,000,000 per occurrence.

#### **Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

#### **Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

#### **County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

#### **CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check ( $\sqrt{\ }$ ) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

## AWARD METHOD

Contract will be awarded on a lump sum basis.

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <a href="https://www.state.nj.us/treasury/contract\_compliance">www.state.nj.us/treasury/contract\_compliance</a>)

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.

#### INTENT

#### **CONTRACT TERMS**

The contract shall be for two (2) years from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

#### **INTENT**

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

#### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

#### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

#### **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

#### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

#### MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

#### TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

#### **REJECTION OF BIDS**

The County reserves the right to reject any and all bids when such rejection is in the best interest of the County. The County reserves the right to accept and award any and all bids when such acceptance is in the best interest of the County.

#### **QUALIFICATIONS OF BIDDER**

Each bidder shall be prepared, if so requested by the County, to present evidence of his experience, qualifications and financial ability to carry out the terms of the contract. This evidence shall include work done in the last five (5) years.

#### **RESIDENT CITIZENS**

All contractors shall comply with all laws governing the hiring of citizens of the State of New Jersey as included in N.J.S.A. 34:9-2 et. seq.

#### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

#### PROTECTION OF THE BUILDING AND SITE

The Contractor shall, during the course of the work take those precautions necessary to protect the interior and exterior of the buildings from any water or other damage.

The Contractor shall take precautions to protect all trees, shrubs, and lawn in the work area. Any damaged trees, shrubs, or lawn area shall be replaced by him at no cost to the Owner. Replaced trees, etc., will be of similar specie and size.

#### **PERMITS**

The Contractor shall file for and pay for all permits required by this Contract. He further shall required inspections and obtain those approvals required.

#### **GENERAL COMPLIANCE**

Materials, equipment, and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, Ordinances, etc.

All work shall be executed in a workmanlike manner and shall present a neat and mechanical appearance when completed.

#### **COORDINATION**

The Contractor shall coordinate his work with the <u>using department director or designee</u>. All work shall be performed so that any interruption of the normal operation of the site shall be minimized.

#### **IDENTIFICATION**

All personnel or agents of the Contractor(s) must observe all rules and regulations in effect at the various Ocean County Buildings. Some locations may require Contractor's staff to wear photo identification displaying the company name and staff name on their person when performing work.

#### PROTECTION OF EXISTING IMPROVEMENTS

Maintain in operating condition, all active utilities, sewers, gutters and other drains encountered. Repair to the satisfaction of the Owner any surface or subsurface improvement damaged during the course of the work (unless such improvements is shown to be abandoned or removed), whether or not such improvement is shown on the drawings.

#### **FAULTY MATERIALS**

The Contractor shall take full responsibility for faulty materials and /or workmanship and shall remedy all defects due thereto, and pay any damage resulting therefrom, which shall appear within one (1) year. The Owner shall give notice of observed defects with reasonable promptness.

#### **GUARANTEE**

FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION, AS EVIDENCED BY THE DATE OF FINAL ACCEPTANCE OF WORK BY THE COUNTY, ALL WORK AND MATERIALS SHALL REMAIN IN PERFECT WORKING ORDER. ADJUSTABLE EQUIPMENT SHALL REMAIN IN PROPER ADJUSTMENT.

#### **AWARD**

The County of Ocean reserves the right to reject any and all bids and to make such selection as in their judgment are best suited to meet the requirements and are in the best interest of the County. The County of Ocean further reserves the right to make multiple awards to ensure availability of service in all circumstances.

#### **RESPONSE TIME**

The Contractor will respond to all emergency calls by telephone within one (1) hour of notification and will have a serviceman on the job site within one (1) additional hour thereafter.

The contractor shall provide services twenty-four (24) hours per day, seven (7) days per week for the period of two (2) years.

#### **DEFINITION OF REGULAR HOURS AND OVERTIME HOURS**

Regular hours are defined as any hours worked between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular Hours," which may include Saturdays, Sundays, and holidays.

#### **QUOTES**

The term quote, proposal, estimate are used interchangeably and shall mean the same. The County does not pay for quotes. The County does not pay fixed fees and will pay only for the actual number of hours authorized and worked.

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost and mark up, at applicable contract rates.

#### **HOURLY LABOR RATE**

Labor hours are shown in the proposal page for bid purposes only.

We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County may use during the duration of the contract. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

All labor rates are to be quoted by the hour and shall include all travel. No additional travel time will be honored. Contractor travel costs must be incorporated in the bid proposal price. Hourly labor rates begin with Contractor's arrival at the site and end when Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

#### **MATERIALS**

Pumps and pressure switches shall be Gould brand.

Materials / Parts Prices: All materials shall be invoiced at actual net cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County.

The County will only pay for materials that have been authorized and used. The County does not pay for normal and customary shipping charges from contractor's vendors nor for drop shipments from contractor's vendor to the County.

Should any repair have an associated down time of more than twenty-four (24) hours and the Department Director determines the repair is immediately required they may give the contractor pre-approval to overnight required materials/ parts. If approved, the contractor shall submit documentation of proof of parts order and overnight shipment (order receipt and overnight company acknowledgement receipt and invoice).

#### **INVOICING**

An invoice will be generated after each service activity has been performed. Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials. An invoice will be generated after work has been performed and submitted within two (2) weeks.

All invoices must reference the work order number and each invoice shall reference the corresponding purchase order number for each separate line item amount billed. Contractor must invoice for all personnel performing work even if contractor's pricing is zero dollars.

Each invoice shall have attached service tickets with dates and times (in/out) of work referencing all service activity per work order.

An invoice, if applicable pursuant to WELL CONSTRUCTION, MAINTENANCE AND DECOMMISSIONING, shall have attached the NJ DEP Well Decommissioning Report and/or proof of an Authorization Approval Number.

#### **REPAIRS**

During the course of inspections, if repairs are identified, departmental approval is required to obtain a purchase order number for the work before contractor may proceed with the repair. Verbal authorization and purchase order number will be provided to contractor via telephone. Purchase order number must be included on the invoice. Contact the using departments authorized contact for approvals.

For repairs in excess of \$500 identified during afterhours or emergency call-ins, the department head or their authorized representative shall be contacted by telephone for advisement and approval.

#### **CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

http://webhost.co.ocean.nj.us/ocbidportal.nsf

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

## SPECIFICATIONS AND SCOPE OF WORK

## **SCOPE OF WORK**

Please see "Attachments", "Project Documents" for detailed specifications.

## **VENDOR QUESTIONNAIRE**

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System"
Participants as described in <u>Instruction to Bidders</u> .
□ Yes
$\square$ No
*Response required

#### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

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

#### Copy of Bidder's Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

## QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

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

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR\_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

#### **Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the #Mandatory Equal Employment Opportunity Statement Stat
□ Yes
□ No
*Response required
Americans with Disabilities Act Provisions*
Does the BIDDER comply with the #Americans with Disabilities Act Provisions?

Does the BIDDER of	comply with t	the <u>#Americans</u>	with Disabilit	ies Act Provision
□ Yes				
□ No				

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

All workers performing public works activities for subcontractors awarded contracts by an energy services company pursuant to this section shall be paid prevailing wages in accordance with the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11-56.25 et seq.). All subcontractors shall comply with the provisions of "The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48 et seq.). Only firms appropriately classified as contractors

<sup>\*</sup>Response required

by the Division of Property Management and Construction shall be eligible to be awarded a contract as a subcontractor of an energy services company under this section for performing public works activities pursuant to regulations adopted by the Division of Property Management and Construction.

Bidder shall provide with their bid a copy of the Public Works Registration Certificate for all Public Works Bids.

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

#### **Certificate of Insurance**

Please upload your company's certificate of insurance.

### <u>CERTIFICATION OF NON-DEBARMENT FOR PUBLIC WORKS CONTRACTS\*</u>

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency. The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership.

Please complete the Certification of Non-Debarment form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

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

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

Click here to go to the form

\*Response required

#### **Contractor's Data Sheet\***

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

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

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

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

Click here to go to the form

#### Contractor's Experience Sheet for Wells Systems Installation, Service and Repair

Please download the below documents, complete, and upload.

• <u>CONTRACTOR'S EXPERIENCE SHE...</u>

#### **ADDITIONAL VENDOR DOCUMENTATION**

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

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf) Images (jpg, png, bmp, tif)

#### Acknowledgement of Submission of Forms from Current Bid Package\*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

	Pleas	se cor	ıfirm
*R	espor	ise re	equired

#### **Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

☐ Please confirm
*Response required

<sup>\*</sup>Response required

## PRICING PROPOSAL

## WELL SYSTEMS INSTALLATION, MAINTENANCE, SERVICE AND REPAIR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments:	Percentage Markup:
SECTION I	- POTABLE WELL AND WA	TER FILTR.	ATION SYST	TEMS				
1a	Quarterly Inspection - Buildings & Grounds; (10 Systems X 4 Inspections Per Year X 2 Years)	80	EA					
1b	Inspection Service - Parks; (On Call/As Needed)	12	EA					
1c	Inspection Service - Library; (Twice Per Year at Six Month Intervals) (14 Systems X 2 Inspections Per Year X 2 Years)	56	EA					
SECTION I	I - WATER ALLOCATION							
2	Water Allocation Inspections and Reporting (91 Units X 12 Months)	1,092	EA					
LABOR RA	TES							
3a	Mechanic's Rate - Regular working hours; (685 per yr. x 2 yrs.)	1,370	HR					
3b	Mechanic's Rate - Overtime working hours (50 per yr. x 2 yrs.)	100	HR					
3c	Helper's Rate - Regular working hours (225 per yr. x 2 yrs.)	450	HR					
3d	Helper's Rate - Overtime working hours (25 per yr. x 2 yrs.)	50	HR					
MATERIA	LS AND SUPPLIES							
4	50 lb. Bag of Rock Salt	25	EA					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments:	Percentage Markup:
5	Material Cost and Mark-Up. For bid purposes assume material at \$100,000 per yr. x 2 yrs. = \$200,000.00; ENTER YOUR % IN THE PERCENTAGE MARKUP COLUMN. Calculate percentage of mark-up charges on Parts / Materials by multiplying \$200,000.00 by your mark-up (show bid mark-up here) % Example: (\$10,000 x 10%) + \$10,000 = \$11,000 (\$200,000.00 x %) + \$200,000.00 = ENTER YOUR CALCULATED RESULT IN THE UNIT PRICE COLUMN.	1	LS					
TOTAL								

## **SITES**

## OCEAN COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS SCHEDULE OF POTABLE WELL LOCATIONS

## BLDG.#

29	Dog Shelter, Route 547, Jackson - Submersible Pump
40	Private Industry Council, 1959 Route 9, Toms River - Jet Pump
45	Jackson Garage, Coventry Rd., Jackson - Submersible Pump
46	Plumsted Garage, Route 528, Plumsted Twp., New Egypt - Submersible Pump
47	Lacey Garage, Robert J. Miller Airpark, Mule Road, Berkeley Twp Submersible Pump
52	Emergency Services, Robert J. Miller Airpark, Mule Road, Berkeley Twp Submersible Pump
56	Air Terminal Bldg., Robert J. Miller Airpark, Mule Road, Berkeley Twp Submersible Pump
57	Hangar Bldg., Robert J. Miller Airpark, Mule Road, Berkeley Twp Submersible Pump
63	Transportation Bldg., 1959 Route 9, Toms River - Submersible Pump
64	Mosquito Commission, 784 West Bay Avenue, Barnegat-Submersible Pump
124	Manchester Garage, 2820 Ridgeway Blvd., Manchester - Submersible Pump
124A	Manchester Garage, IT Center, 2820 Ridgeway Blvd., Manchester - Submersible Pump
124B	Manchester Garage, Salt Dome, 2820 Ridgeway Blvd., Manchester - Submersible Pump
124C	Manchester Garage, Pole Barn, 2820 Ridgeway Blvd., Manchester - Submersible Pump
124D	Manchester Garage, Storage Bldg., 2820 Ridgeway Blvd., Manchester - Submersible Pump
124E	Manchester Garage, Sweeper Barn, 2820 Ridgeway Blvd., Manchester - Submersible Pump

## SITES (CONT'D)

## OCEAN COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS SCHEDULE OF IRRIGATION WELL LOCATIONS

#### BLDG.#

14	Parking Deck	129 Hooper Avenue (rear), Toms River
17	Administration Bldg.	101 Hooper Avenue, Toms River
18	Superintendent of Schools	212 Washington Street, Toms River
19	Justice Complex	120 Hooper Avenue, Toms River
20	Court House	118 Washington Street, Toms River
24	Juvenile & Domestic Courts	125 Washington Street, Toms River
25	Probation (Criminal Division)	15 Hooper Avenue, Toms River
33	Traffic Sign Shop (Engineering Support Bldg.)	141 Mapletree Road, Toms River
53	C.I.U.	144 Chestnut Street, Toms River
56	Airpark Terminal Bldg. Robert	J. Miller Airpark, Rt. 530 & Mule Rd., Berkeley Township
58	Communications	146 Chestnut Street, Toms River
60	Central Supply/Records Storage Warehouse	138 Chestnut Street, Toms River
65	Buildings and Grounds Warehouse	162 Chestnut Street, Toms River

#### SITES (CONT'D)

## OCEAN COUNTY DEPARTMENT OF PARKS AND RECREATION SCHEDULE OF WELLS AND PUMP LOCATIONS

Lake Shenandoah Field Sports Complex, New Hampshire Avenue, Lakewood – (5) Submersible

O.C. Parks Department Administrative Office, 1198 Bandon Road, Toms River – (3) Submersible

Patriots Field Sports Complex, Bowmen Road, Jackson Township - (3) Submersible

Berkeley Island Park, Brennan Concourse, Berkeley Township – (1) Submersible

Wells Mills Park, Rt. 532, Ocean Township – (1) Submersible

A. Paul King Park, Rt. 9 & 72, Stafford Township – (1) Submersible

Robert J. Miller Airpark (Fair Grounds), Rt. 530, Berkeley Township – (2) Submersible

Forge Pond Golf Course, Chambers Bridge Road, Brick Township - (3) Submersible

Tip Seaman Park, Lakeside Drive, Tuckerton - (2) Submersible

Freedom Fields County Park, Rt. 539, Little Egg Harbor – (4) Submersible

Beaver Dam County Park, 3430 Bridge Avenue, Point Pleasant – (1) Submersible

Eno's Pond County Park, 330 E. Lacey Road, Forked River – (1) Submersible

Ocean County Golf Course at Atlantis, 261 Country Club Blvd., Little Egg Harbor – (1) Submersible

Jake's Branch County Park, Double Trouble Road, Beachwood – (5) Submersible

Ocean County Park, 659 Ocean Avenue, Lakewood – (5) Submersible

Cloverdale Farms County Park, 34 Cloverdale Road, Barnegat – (1) Submersible, (2) Jet Pumps

Cedar Bridge Tavern, Barnegat Township – (1) Submersible

Total 42 Wells – Parks Department

## SITES (CONT'D)

## OCEAN COUNTY LIBRARY SYSTEM SCHEDULE OF WELLS AND PUMP LOCATIONS

#### BLDG.#

22	Bishop Memorial Library, 39 Washington Street – Submersible
23	Toms River Headquarters, Washington Street – Submersible
62	Little Egg Harbor, Mathistown Road – Submersible
69	Point Borough Library, Beaver Dam Road – Submersible
71	Manchester Library, Colonial Drive – Submersible
72	Brick Library, Chambers Bridge Road – Submersible
73	Stafford Library, 129 N. Main Street – Submersible
74	Berkeley Library, Station Road, Bayville - Submersible
78	Barnegat Library, Burr Street – Submersible
80	Plumsted Library, Evergreen Road - Submersible
83	Waretown Library, 112 Main Street – Submersible
86	Lacey Library, Lacey Road – Submersible
92	Lakewood Library, Lakewood – Submersible
98	Jackson Library, Jackson Drive – Submersible

#### **SECTION I - POTABLE WELL AND WATER FILTRATION SYSTEMS**

#### **Buildings and Grounds Department**

Potable Wells shall be inspected quarterly, at regularly scheduled intervals starting from award of contract.

Provide a per unit price for quarterly inspections for the following:

- Inspect filters and water conditioners.
- Clean out any sediment in filters.
- Reset backwash timers, if present.
- Perform a check of system operations, wearing of parts and any potential future problems that may
  be foreseen. All recommendations for proactive repairs will be in writing and forwarded to the
  appropriate department for their respective County building well systems for their approval and
  authorization.

Upon inspection, install any required chemicals into the water conditioner vessel. Invoice this service as labor and materials per pricing line items.

Irrigation Wells are listed separately and no inspections shall occur under this contract. Any repairs authorized shall be invoiced as labor and materials per pricing line items.

#### Parks Department:

Potable wells shall be inspected on an on call/as needed basis. Provide a per unit price for inspections for the following:

- Inspect filters and water conditioners.
- Clean out any sediment in filters.
- Reset backwash timers, if present.
- Perform a check of system operations, wearing of parts and any potential future problems that may
  be foreseen. All recommendations for proactive repairs will be in writing and forwarded to the
  appropriate department for their respective County building well systems for their approval and
  authorization.

Upon inspection, install any required chemicals into the water conditioner vessel. Invoice this service as labor and materials per pricing line items.

#### **SECTION II - WATER ALLOCATION**

Contractor shall visit and read each of the current 91 water diversion sources on a monthly basis, on the same day of every month, 12 months a year. Contractor shall do this on either the last day or the first day of each month pursuant to N.J.A.C. 7:19-2.18.

Inspections shall take place during normal business hours, Monday through Friday, 8 a.m. through 4 p.m.

Contractor, when reading source diversions, shall also ensure sources located in pits be kept clean and accessible for future readings. All Source ID Tags must be present and legible. Pits and meter locations shall be kept cleaned at all times so they can be read and inspected by County personnel and NJ DEP Water Compliance and Enforcement Unit.

Contractor must record each source meter reading in a log book that us updated monthly and kept in their office pursuant to N.J.A.C 7:19-2.18.

Contractor shall replace or recalibrate each metering device every five (5) years pursuant to N.J.A.C. 7:19-2.18.

#### **SECTION II - WATER ALLOCATION (CONT'D)**

This requirement shall be invoiced and quoted under the "Labor and Material" Line Items.

Contractor must be proficient and available to work with the NJ DEP Enforcement Units and other representatives via email, text, phone, fax, or U.S. Mail to expedite Diversion Source Inspections, meetings and issues relating to the County's Water Usage Registrations.

Contractor will accompany NJ DEP Enforcement Unit during monthly and annual inspections and visit each location with them and confirm Source ID tags are in place and legible at each source. For these inspections, the log book must be able to be produced and reviewed for compliance with NJ DEP Rules and Regulations pursuant to N.J.A.C 7:19-2.18.

Contractor will add new and/or modify existing Water Usage Registrations as needed to keep the County of Ocean compliant with NJ DEP Rules and Regulations pursuant to N.J.A.C 7:19-2.18.

Successful bidder shall be responsible for submitting the County Annual Water Usage Report to the N.J.D.E.P. by January 31 of the following year. Water usage data will be compiled and must be obtained from County central irrigation computer.

#### **Contractor Requirements:**

- Contractor must have a minimum of five (5) years' experience and proficiency in the following:
  - o New Jersey DEP Water compliance and Enforcement Unit.
  - o Collection, recording, and reporting water usage with the DEP.
  - Various applications and steps needed for a Water Usage Registration of new and additional Usage Reporting Activities.
  - Reports and actions for modifications to existing Water Usage Registrations pursuant to N.J.A.C 7:19-2.18
  - Reporting monthly and annual water usage diversion reports for the year's source readings to the NJ DEP pursuant to N.J.A.C 7:19-2.18.
- Contractor must provide, with the bid, a list of at least five (5) completed Program Interest ID and Water Use Registrations and Activities that are maintained with the DEP for at least five years.
- Contractor must be proficient in the *NJ DEP Online* and *My Work Space* with regards to the program interest and activity responsibilities.
- Contractor must include, with the bid, monthly and annual water usage and reports, new metering form submission, water diversion, water utilization, and monitoring results submittals.

#### WELL CONSTRUCTION, MAINTENANCE AND DECOMMISSIONING

Contractor shall comply with all provision of N.J.S.A. 13:1D-1 et seq., 58:4A-4.1 et seq., 58:12A-1 et seq., and 58:10A-1 et seq. and N.J.A.C. 7:9D for all applicable work

Contractor shall submit with bid, their Well Driller and or Pump Installer license in accordance with the above statutes and codes.

Contractor shall obtain all permits and approvals in accordance with the above statutes and codes.

For Well Decommissioning the Contractor shall provide to the Department Director proof of submission to NJ DEP of the Well Decommissioning Report. For those wells which require NJ DEP authorization the Contractor shall also provide proof of Authorization Approval Number. The Contractor shall provide either or both report and approval number documentation with their invoice. If NJ DEP upon review of the work determines corrective or additional measures are required, the Contractor shall take all actions to complete said measures. Only then shall work be deemed to be complete.