

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

MOBILE GENERATOR AND LIGHT TOWERS

2023

ADVERTISEMENT DATE: September 6, 2023 OPENING: September 26, 2023, 11:00 am

Bid Category: 13- Highway Road Equipment, Materials, and Related Equipment

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **MOBILE GENERATOR AND LIGHT TOWERS** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday**, **September 26**, **2023** at **11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal: <u>https://procurement.opengov.com/portal/oceancounty/</u>

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 materials or services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Jessica Hannold Buyer Email: <u>ocpurchasing@co.ocean.nj.us</u> Phone: (732) 929-2103 Department: Sheriff's Office

Timeline

Advertising Date	September 6, 2023
Bid Opening Date	September 26, 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 Open Gov by following these instructions:

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

Once you have completed account registration, browse back to this page: <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 OpenGov bid submission page.

INSTRUCTIONS TO BIDDERS

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, September 26, 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.

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

<u>Right to Reject</u>

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.

<u>Tax Exempt</u>

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.

Specific Market Conditions for Motor Vehicles

If the current model year changes mid contract, the vendor can submit a price adjustment request to the County for the next model year. Requests for price adjustments must include justification and documentation such as a notice of an increase in the manufacturer's price and/or an increase in the industry. Requests, including specifications and a revised price sheet, must be submitted to the Ocean County Purchasing Agent for review and approval. If approved, the revised specifications and price sheet will be posted on line for all future purchases for the new model year vehicle.

Additionally, if the awarded model vehicle is no longer available to order, the County reserves the right to purchase the same make and model vehicle (any year) from the awarded vendor from

the lot, if available. Specifications and a price quote for these vehicles must be submitted to the Ocean County Purchasing Agent for review and approval before an order can be placed.

<u>Assignment</u>

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

<u>NJ One Call</u>

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

New Jersey Business Registration Requirements

Pursuant to <u>N.J.S.A.</u> 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 <u>http://www.state.nj.usreasury/revenue/busregcert.shtml</u>.

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

Pay to Play Requirements

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

Statement of Ownership

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

Certification of Non-Involvement in Prohibited Activities in Iran

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

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.govreasury/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 line item basis.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.usreasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

SPECIFIC SCOPE OF WORK

CONTRACT TERMS

Contract shall be one (1) year 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.

SPECIFICATIONS

Detailed specifications for this bid are located in the Vendor Questionnaire under the question labeled "Compliance Pages for MOBILE GENERATOR AND LIGHT TOWERS" .

INTENT

The purpose of this bid package is to provide the County of Ocean with a contractor(s) who will supply current model year, or newer Motor Vehicles as 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.

AVAILABILITY AND DELIVERY

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

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.

MODIFICATIONS & WITHDRAWALS

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

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified. The awards will be made on the basis of a comparison of prices of each vehicle listed with standard equipment plus the cost of optional equipment.

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.

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.

MANUALS

Unless otherwise indicated, a minimum of three (3) complete sets of manuals, for each model year, MUST be provided with the first vehicle/equipment delivery as follows (thumb drive, CD/DVD/USB format preferred, if available):

- 1) Operator's Manual
- 2) Parts Book
- 3) Shop Service Manuals including wiring diagrams and trouble shooting guide
- 4) Hydraulic System Manual including parts book and service repair manual (if applicable)

TRAINING AND TECHNICAL SUPPORT

If requested, training shall be provided by the successful bidder for operators and mechanics at a County location with instructional materials as needed.

COOLING SYSTEM PROTECTION

All vehicles furnished must be protected to -20°F (-30°C) with permanent type anti-freeze and summer coolant.

AIR CONDITIONING

All air conditioning shall be factory installed, support system (cooling, electrical, etc.) shall be upgraded in accordance with factory recommendations.

FUEL & FLUIDS

All vehicles will be delivered with a minimum of one-half $(\frac{1}{2})$ tank of fuel. All other fluids will be filled in accordance with the manufacturer's recommended levels.

STANDARD EQUIPMENT

These specifications include all standard equipment provided for each vehicle unless specifically upgraded or deleted. In the event options are required, the contractor shall provide upgrading of all support systems affected, in accordance with factory recommendations.

DESIGN

Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes and treated to resist rust, corrosion and wear. The design of the mechanical member shall be such that the stress imposed through normal shock loads of maximum engine torque, shall not cause rupture or permanent deformation or undue wear on any member.

REPAIRS

All repairs are to be performed at the location the vehicle is stationed or at a service center within the County. All requests for repairs must be responded to within 24 hours.

DEMONSTRATION

Bidder shall be prepared to give, prior to bid award, a complete demonstration of the equipment proposed at a County facility or a mutually agreed to location and time within the State of New Jersey. The equipment so demonstrated shall be complete as offered by the bidder.

SERVICE

Contractor shall be able to service all equipment proposed. The contractor shall maintain a service facility staffed with qualified service personnel and a working inventory of parts.

WARRANTY

All warranty paperwork will be supplied with each unit at the time of delivery and shall be in typed form. The warranty commences with the final inspection and acceptance of the unit by the County. The authorized Dealer's Warranty shall be for a minimum of one (1) year period from date of final inspection and acceptance by the County for parts and labor on chassis, engine, transmission and all optional equipment. The vendor shall furnish for each vehicle delivered, all of the manufacturer's standard warranty against defects in material, workmanship and design in said vehicles. This agreement shall cover all warranty work, minor warranty and service work at the successful bidder's location. When requested by the Director of Vehicle Services, this agreement shall also cover all warranty work, minor warranty and service work at a County facility. The successful bidder will be responsible for vehicle transportation for all warranty repairs and recall work for the complete vehicle and installed equipment during the standard or extended warranty period, when applicable. The vehicle must be picked up within five (5)

working days of notification that work is required, and returned to the County within seven (7) working days. Bidder shall have full service facility stocked with parts capable of performing all warranty and non-warranty repairs, to ensure efficient and economic maintenance of the vehicles and to reduce down time. In the case of any unnecessary delays in repairing vehicles with warranty work because of parts availability or service scheduling, the Director of Vehicle Services shall be notified and, if requested, a replacement vehicle shall be provided.

DESCRIPTIVE LITERATURE AND TECHNICAL SPECIFICATIONS

Bidders are encouraged to submit descriptive literature and technical specifications with their bid. If not submitted with the bid, the County reserves the right to request this information, prior to contract award.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

MODEL INFORMATION REQUIRED

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent". The vehicles, equipment and accessories shall be new. The bidder shall specify the specific model being bid in each class or type of vehicle.

ROLL-OVER MODEL YEAR

The County will consider any request for a contract roll-over to the next model year after the passing of the vehicle manufacturer's cut-off date, at the same contract pricing, specifications, terms and conditions or better. If a roll-over is agreed upon between the awarded bidder and Vehicle Services Director and approved by the Purchasing Agent, the contract affected by the roll-over will be amended to the newest model year information.

CUT-OFF DATES FOR MODEL YEAR SPECIFIED

The bidder shall notify the County of Ocean Purchasing Department, c/o Jennifer Bowens, Purchasing Agent, P.O. Box 2191, Toms River, NJ 08754 in writing or by fax (732-288-7636) no less than thirty days prior to the factory cut-off date for any vehicle under contract. Successful bidder MUST provide written proof from manufacturer of factory cut-off dates and MUST confirm receipt of same by the County of Ocean Purchasing Department.

COMPLIANCE TO MINIMUM BID REQUIREMENTS EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of new and unused motor vehicles equipment with any and all accessories as noted herein. The units shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically

mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor. All bidders must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal", he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

<u>KEYS</u>

A minimum of six (6) sets of keys are required with each vehicle and piece of equipment ordered. This is a minimum requirement: if additional sets are required, it will be indicated in the detailed specification section.

BID PROPOSAL PRICE INCLUSIONS

The price quoted shall include all options specified and all transportation charges fully prepaid to Ocean County Department of Vehicle Services, Chestnut Street, Toms River, New Jersey.

FLEET NUMBER

For Ford Vendors: The County of Ocean Fleet number is QB504.

PRE-BUILD

A detailed vehicle production plan must be provided and approved prior to the start of any upfitting. The production plan detail must include exact mounting locations and configurations for all components.

TITLES

Each vehicle must be delivered with a New Jersey motor vehicle new vehicle inspection sticker in place as prescribed by law. Each vehicle must also be delivered with a New Jersey Motor Vehicle Commission title, registration, and plates. (Temporary plates are not acceptable) Deliver with title issued as follows: 610 234 000 08754 0 Ocean, County of PO Box 2191, Admin. Bldg. Toms River, NJ 08754

DELIVER WITH TITLE NOT CERTIFICATION OF ORIGIN

Notwithstanding the delivery of the title, the County reserves the right to inspect the vehicles and reject them if non-conforming to the specifications.

DELIVERY REQUIREMENTS

Please be advised that when delivering vehicles and/or equipment to the County of Ocean the following procedure must be strictly adhered to:

1. Three (3) days prior to delivery, the successful contractor is required to contact Vehicle Services at (732) 349-4579 and speak with one of the service writers for an approved delivery date.

2. Two (2) days prior to the vehicle delivery the successful bidder will provide via Electronic Delivery (E-mail) a completed and accurate Vehicle Data Sheet and Parts Listing Sheet in a Word Document format for each vehicle being delivered.

3. The successful bidder will have a representative available, and if requested, present during the check-in process.

4. ALL manuals and related materials, as requested in the specifications, MUST be presented to appropriate County personnel at time of delivery of said vehicles /equipment.

5. ALL parts, if requested in the specifications (i.e. belts, filters, hoses, etc.), MUST be presented at time of delivery.

6. The successful contractor shall provide, upon delivery, a list of all supplies (filters, hoses, belts, etc.) needed for the periodic maintenance for the first year. This list shall be complete with part numbers.

7. The successful contractor shall provide, upon delivery, an "As Built" list of all installed equipment and part numbers to cover the vehicle chassis and body.

8. The successful contractor will also be responsible to fill out any and all paperwork needed by the County prior to vehicle delivery. This will assure proper data entry of each vehicle to aide in any future warranty issues.

9. A letter of assurance, on the awarded bidder's company letter head, shall accompany each delivered vehicle, certifying that the vehicle meets or exceeds all specifications as ordered on the Purchase Order.

10. The vehicles furnished shall comply with all safety laws, rules and regulations of the State of New Jersey and with standards for automotive vehicles. A DOT (Department of Transportation) Safety Kit shall be delivered with each vehicle purchased and include a First Aid Kit, Fire Extinguisher, and Safety Triangles.

11. The vehicles, equipment and accessories shall be new and ready for immediate use upon delivery, all service and make-ready having been done prior to delivery. Any vehicle not in such condition will be rejected. All vehicles are to be delivered to the Ocean County Department of Vehicle Services, Chestnut Street, Toms River, New Jersey.

12. No advertising shall appear on any vehicle delivered under the terms of the contract. Further, the contractor will not affix the dealer name to the vehicle. Vehicles delivered to final destinations with dealer's advertising will be rejected.

13. No Vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the units, which include the vehicle title, warranty,

odometer/engine hour statement (if applicable), specified manuals, any line set tickets, invoice and keys sets. No unit will be considered accepted until it has undergone final inspection.

14. All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench or the like, shall be provided, installed, by the contractor prior to delivery.

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>.

\Box Yes
🗆 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 for Goods and Services; Form AA201 for Construction). This form is available <u>here.</u>

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 <u>#Mandatory Equal Employment Opportunity Statement</u>?

□ Yes

🗆 No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the <u>#Americans with Disabilities Act Provisions</u>?

□ Yes

🗆 No

*Response required

Descriptive Literature and Warranty Details*

Please supply all descriptive literature and warranty details for all items being bid as well as a list of all diagnostic tools and testing equipment, if applicable.

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

COMPLIANCE PAGES FOR MOBILE GENERATOR AND LIGHT TOWERS*

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

• <u>COMPLIANCE PAGES FOR MOBILE...</u>

*Response required

ADDITIONAL VENDOR DOCUMENTATION

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

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

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

Acknowledgement of Submission of Forms from Current Bid Package*

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

Please confirm*Response required

Submission of Bid Package*

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

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

Please confirm*Response required

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfr. Make/Model:	Delivery, A.R.O.:	Warranty:	Comments:
1	Furnishing and Delivery of Wanco Mobile LED Light Tower, Model #WLTT- 4MK106K, As Specified, or Equal	3	EA							
2	Furnishing and Delivery of Wanco Mobile Generator with LED Light Tower, Model # WSP12, As Specified, or Equal	3	EA							

MOBILE GENERATOR AND LIGHT TOWERS

COMPLIANCE PAGES FOR MOBILE GENERATOR AND LIGHT TOWERS <u>ITEM #1– FURNISHING AND DELIVERY OF WANCO MOBILE LED LIGHT TOWER, MODEL</u> <u>#WLTT-4MK106K, AS SPECIFIED OR EQUAL</u>

······································	COMPLIANCE YES NO		
GENERAL Dimensions: 129" L X 111" W Weight: 1,965 lbs. Operating; 1,580 lbs. Shipping Operating Height: 24 1/2' Max; 7 3/4' Min Travel Height: 93" Tongue Weight/Dry: 80 lbs.			
LIGHTS Four (4) 350-Watt LED fixtures Aluminum heat sink and end caps Lm/fixture: 49,000 Total Im: 196,000			
SYSTEM Kubota D1005 Diesel fueled Engine: EPA Final Tier 4; 3 cylinder/4-cycle Generator: Brushless/Class H Engine Speed: 1,800 rpm @ 60 Hz maximum Air filter: Dry type cartridge Displacement: 61.08 in ³ Power Output: 13.1 HP Max Battery: Maintenance-Free AGM, 12 VDC, 550 CCA			
FUEL SYSTEM Fuel Tank Capacity: 60 Gal Minimum Fuel Consumption: 0.25 gal./hr. Runtime before refuel: Approximately 240 hrs.			
LUBRICATION SYSTEM Oil filter: Full flow, spin-on type			
CONTROLS External, illuminated control panel with sealed switches 4-position key activated switch (OFF, RUN, GLOW PLUG, START) Digital hour meter Automatic shutdown for low oil pressure and high coolant temperature One switch controls all light fixtures			
ELECTRICAL SYSTEM Convenience receptacles with individual breakers: One (1) 120 VAC, 20 A, GFCI, duplex outlet One (1) 240 VAC, twistlock outlet Wiring is sized and fused to required amperage draw			

COMPLIANCE PAGES FOR MOBILE GENERATOR AND LIGHT TOWERS <u>ITEM #1 – FURNISHING AND DELIVERY OF WANCO MOBILE LED LIGHT TOWER, MODEL</u> <u>#WLTT-4MK106K, AS SPECIFIED OR EQUAL (CONT'D)</u>

	COMPL YES	IANCE NO
MAST		
Vertical operation and storage		
Five tubular steel sections with polymer guides		
Ground-adjustable light fixtures		
Winch: Dual handle, manual crank, winch cover		
Distinctive angled fixture mount for common light distribution		
Rotation: 359° range of motion, adjustable from ground during full extension		
Self-retracting, coiled mast cord		
ENCLOSURE Hood:		
Flip-up design for ease of service		
Sound rating: 68 dB(A) at 23 ft (7 m) @ max load		
Lifting point and fork pockets		
Illuminated license plate holder		
Document holder with owner's manual - includes AC and DC wiring diagrams		
TRAILER		_
Tubular steel frame		
2 in (50 mm) ball hitch		
Three 1,200 lb (544 kg) leveling jacks - lockable in stowed positions		
7,800 lb (3,538 kg) safety chains with spring loaded safety hooks		
DOT approved: Tail, brake, and directional		
2,200 lb (998 kg) leaf spring axle		
Molded polyethylene fenders		
Tires: ST225/75D, 13 in. rim		
Track width: 47 in (119.4 cm)		
WEIGHT		
Dry: 1,350 lb (612 kg)		
Operating: 1,620 lb (735 kg)		
Maximum wind speed: 65 mph (105 km/h)		
Maximum air temperature - °F (°C):		
Lights only: 120 (49) 100% load: 104 (40)		
10070 load. 104 (40)		
WARRANTY		
Tower: 1 year, unlimited hours/2 years, 2,000 hours		
LED modules and drivers: 5 years limited warranty		

COMPLIANCE PAGES FOR MOBILE GENERATOR AND LIGHT TOWERS <u>ITEM #2 – FURNISHING AND DELIVERY OF WANCO MOBILE GENERATOR WITH LED LIGHT</u> <u>TOWER, MODEL # WSP12, AS SPECIFIED OR EQUAL</u>

		COMPLIANCE YES NO		
GENERAL				
Dimensions: 163.0 x 62.4 x 102.0				
Weight: 3,076 lbs. Operating; 2,741 lbs. Shipping				
Operating Height: 24 1/2' Max; 7 3/4' Min				
Travel Height: 93"				
LIGHTS				
Four (4) 350-Watt LED fixtures				
Aluminum heat sink and end caps				
Lm/fixture: 49,000				
Total Lm: 196,000				
SYSTEM				
Perkins 403F-15G				
Diesel fueled Engines EPA Tion 4 Finale 2 andie dan naturally againsted				
Engine: EPA Tier 4 Final; 3 cylinder naturally aspirated Engine Speed: 1,800 rpm @ 60 Hz maximum				
Displacement: 1.5L				
Water Cooled				
40A 12VDC charge alternator				
Generator: Stamford SOL-P1 "Maux" for 300% motor-starting capability.				
Prime Power Output: 11.2kW @ 1800 RPM, Single Phase				
Class H insulation				
Digital Automatic Voltage Regulator (AVR) with adjustable voltage				
Battery: Maintenance-Free AGM, 12 VDC, 650 CCA				
FUEL SYSTEM				
Fuel Tank Capacity: 50 Gal Minimum with JIC-10 fittings				
Fuel Consumption: 0.16 gal./hr.				
Runtime before refuel: Approximately 312 hrs. (lights only)				
LUBRICATION SYSTEM				
Oil filter: Full flow, spin-on type				
CONTROLS				
Deep Sea Electronics DSE7320MkII Digital Controller w/ heated display				
Backlit LCD display for 24/7 all-weather operation				
Programmable PLC for adding custom functionality				
Digital hour meter Manual or Automatic starting				
Automatic shutdown for low oil pressure and high coolant temperature				
Selectable Alarm Levels – Indication, Warning or Shutdown				

COMPLIANCE PAGES FOR MOBILE GENERATOR AND LIGHT TOWERS <u>ITEM #2 – FURNISHING AND DELIVERY OF WANCO MOBILE GENERATOR WITH LED LIGHT</u> <u>TOWER, MODEL # WSP12, AS SPECIFIED OR EQUAL (CONT'D)</u>

<u>TOWER, MODEL # WSI 12, AS STECHTED OR EQUAL</u> (CONT D)	COMPLI YES	ANCE NO
ELECTRICAL SYSTEM Convenience receptacles with individual breakers: Siemens 50AMP Main Breaker Two (2) 120V, 20 Amp, GFCI, duplex outlet (Nema 5-20R) One (1) 120V, 30 Amp, recreation vehicle (Nema TT-30R) One (1) 240V, 30 Amp locking outlet (Nema L14-30R) One (1) 120/240V, 50 Amp locking outlet (CS6369) Wiring is sized and fused to required amperage draw		
MAST 24.5' high vertical operation and storage Five tubular steel sections with polymer guides Ground-adjustable light fixtures Winch: Dual handle, manual crank, winch cover Distinctive angled fixture mount for common light distribution Rotation: 360° range of motion, adjustable from ground during full extension Self-retracting, coiled mast cord		
ENCLOSURE Hood: Flip-up design for ease of service 12GA steel with sound attenuated, closed cell and fire retardant foam Sound rating: 68 dB(A) at 23 ft (7 m) @ max load Lifting point and fork pockets Illuminated license plate holder Document holder with owner's manual - includes AC and DC wiring diagrams		
TRAILER Welded Steel C-Channel 2 in (50 mm) ball hitch Dual Outriggers Safety chains with spring loaded safety hooks DOT approved: LED Tail, side, brake, and directional signals Torsion axle Tires: ST205/75D, 15 in. rim		
WARRANTY Generator: 2 years, 2,000 hours LED modules and drivers: 5 years limited warranty		