



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

HIRING OF VARIOUS PAVING EQUIPMENT

2023

ADVERTISEMENT DATE: November 22, 2023

OPENING: December 12, 2023, 11:00 am

Bid Category: 22- Public Works, Park Equipment and Construction Services

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **HIRING OF VARIOUS PAVING EQUIPMENT** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, December 12, 2023 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

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

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](tel:(732)929-2103)

Department:

Roads

Timeline

Advertising Date	November 22, 2023
Bid Opening Date	December 12, 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: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

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

Follow the instructions to submit the electronic bid.

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

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, December 12, 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

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

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed 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. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

Delivery of Goods and Services

Delivery of items shall only 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.

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

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

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

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

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

Pay to Play Requirements

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

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 (✓) 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

The award of the contract will be to the bidder proposing the lowest lump sum price per section to the County. Secondary contracts will be solicited from other bidders at the low bidder's rate. Services under secondary contracts will be requested from next low bidders until the needs of the County are met.

VENDOR QUESTIONNAIRE

County Cooperative Contract Purchasing System*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

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 [here](#).

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?](#)

Yes

No

*Response required

Americans with Disabilities Act Provisions*

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

Yes

No

*Response required

Plan and Equipment Questionnaire*

Please complete the Plan and Equipment Questionnaire.

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

PLAN AND EQUIPMENT QUESTIONNAIRE SUBMISSION*

I have completed the four (4) page Plan and Equipment Questionnaire and included it in my submission.

Yes

No

*Response required

Copy of Insurance Policies*

Please upload a copy of your insurance policies.

*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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

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

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

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

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

INTENT

CONTRACT TERMS

The contract shall be for 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. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

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.

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.

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.

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.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

WARRANTY

Manufacturer's warranty shall apply.

MODEL INFORMATION REQUIRED

The manufacturer, make or exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

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.

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.

CURRENT BID RESULTS

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

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

SPECIFICATIONS AND SCOPE OF WORK

Scope of Work

Please see “Attachments”, “Project Documents” for detailed project specifications.

PRICING PROPOSAL

SECTION I - PAVEMENT PROFILER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
SECTION I - PAVEMENT PROFILER							
1	Hiring of a Pavement Profiler, Including operator, all fuel and two (2) ground control personnel. (Once mobilized-guarantee eight (8) hours work)	750	HR				
TOTAL							

SECTION II - TACK TRUCK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
SECTION II - TACK TRUCK							
2	Hiring of a Tack Truck, Including Operator and Fuel (Once mobilized-guarantee eight (8) hours work)	600	HR				
2a	Tack Material	6,000	GAL				
TOTAL							

SECTION III - WATER TANKER TRUCK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
SECTION III - WATER TANKER TRUCK							
3	Hiring of a Water Tanker Truck, Including Operator and Fuel (Once mobilized-guarantee eight (8) hours work)	600	HR				
TOTAL							

SECTION IV - MECHANICAL STREET SWEEPER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	No Bid	Comments
SECTION IV - MECHANICAL STREET SWEEPER							
4	Hiring of a Mechanical Broom Sweeper, including operator and fuel, as needed.	600	HR				
TOTAL							

SUPPLEMENTARY SPECIFICATIONSINSTRUCTIONS TO BIDDERS

The work performed under this Contract shall comply strictly with all the requirements of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction for 2019, except as amended, modified or supplemented herein and which Specifications are made part of these Supplementary Specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified or changed in detail drawings prepared especially for this particular Project.

MINIMUM WAGE RATES

The minimum wage rates for labor employed on this Contract shall be as specified in the "Prevailing Wage Rate Determination" of the New Jersey Department of Labor which is in effect on the date the Project is awarded.

The Contractor is put on notice that he must pay workmen the prevailing wage rate promulgated by the New Jersey Department of Labor for this Project, copies of which are on file in the Ocean County Engineer's Office and which will be updated to the date of award and will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A.34:11:-56.25 et seq.) as amended by Chapter 64 of the Laws of 1974.

In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the Contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contract the County may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his Sureties shall be liable to the County for any excess costs occasioned thereby.

SECTION 101 - GENERAL INFORMATION101.01 Introduction.

The following is added to this Subsection of the Standard Specifications:

Whenever any Section, Subsection, Subpart or Subheading is amended by such terms as changed to, deleted or added, it is construed to mean that it amends that Section, Subsection, Subpart or Subheading of the 2019 Standard Specifications.

Whenever any reference to page number is made, it is construed to refer to the 2019 Standard Specifications.

101.03 Terms.

All references to "Commissioner", "Department" or "State" shall be interpreted to mean "County". All references to "Engineer" shall be interpreted to mean "County Engineer".

The following terms and their meanings are added to this Subsection of the Standard Specifications:

County business day, a calendar day, exclusive of Saturdays, Sundays, State recognized legal holidays, and such other holidays or County office closings as declared by the Board of Chosen Freeholders.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS102.01 Qualification To Bid

The requirements of this Subsection of the Standard Specifications are hereby deleted.

102.02 Bidder Registration and Downloading of the Proposal Documents

The requirements of this Subsection of the Standard Specifications are hereby deleted.

102.10 Submission of Bids

The second paragraph of this Subsection of the Standard Specifications is amended to read as follows:

- A Non-Collusion Affidavit on a form provided by the County properly filled out, signed and notarized.
- A Plan & Equipment Questionnaire on a form provided by the County properly filled out.
- An Ownership Certificate in accordance with the following paragraph.

Every corporation and/or partnership submitting a bid, shall accompanying said bid, submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder, or partner, is itself a corporation, or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established by this Notice, shall have been listed.

The third paragraph of this Subsection of the Standard Specifications is hereby deleted.

102.15 Disqualification of Bidders

The following is added to this subsection of the Standard Specifications:

16. If the Proposal is not accompanied by an acceptable Ownership Certificate as specified in Subsection 102.10 of these Supplementary Specifications.

17. Use of equipment will not be permitted that is owned and/or operated by firms and individuals listed in the Report of Suspensions, Debarments and Disqualifications of Firms and Individuals as maintained by the New Jersey Department of the Treasury, Division of Property Management and Construction, Bureau of Contractor's Prequalification (Telephone: 609-943-3400).

SECTION 103 - AWARD AND EXECUTION OF CONTRACT103.01 Award of Contract.

The first paragraph of this Subsection of the Standard Specifications is changed to read as follows:

The Award of Contract, if it be awarded, will be to the lowest responsible bidder whose Proposal conforms in all respects to the requirements set forth in the Contract Documents. The County will award the Contract or reject all bids within 60 days after the bids are received. When the County cannot make an unconditional award, this time limit may be extended by mutual agreement for one 30-day interval.

The following is added to this subsection of the Standard Specifications:

The award of the contract will be to the bidder proposing the lowest lump sum price to the County. Secondary contracts will be solicited from other bidders at the low bidder's rate. Services under secondary contracts will be requested from next low bidders until the needs of the County are met.

SECTION 104 - SCOPE OF WORK104.01 Intent.

The following is added to this Subsection of the Standard Specifications:

The work to be performed under this Contract consists of the hiring of a Pavement Profiler and optional Mechanical Broom Sweeper, as further specified herein, including operator and all fuel to aid in various construction and/or repair projects as designated by the Road Department.

SECTION 105 - CONTROL OF WORK105.04 Plans and Specifications.

All references to copies of the Standard Specifications within this Subsection of the Standard Specifications are hereby deleted.

Copies of the Standard Specifications may be obtained from the New Jersey Department of Transportation website at <http://www.state.nj.us/transportation/eng/specs/2019/Division.shtml> .

SECTION 107 - LEGAL RELATIONS107.01.01 Applicable Law

The following is added to this Subsection of the Standard Specifications:
Attention of the Contractor is called to the following State laws and regulations:

Chapter 162 of the Laws of 1962, as amended by Chapter 185, of the Laws of 1962,(N.J.S.A. 45:5A-1, et seq) which provides that the installation, erection, repair or alteration of electrical equipment for the generation, transmission or utilization of electrical energy must be performed by an electrical contractor duly approved and licensed by the New Jersey Board of Examiners of Electrical Contractors.

L. 1964, Chap. 53, N.J.S. Cum Supp. 2A:170-69.4 et seq making it the obligation of the Contractor to advise the applicable gas utility three business days (Saturdays, Sundays, and holidays excluded) before initiating any excavation in the vicinity of gas facilities.

107.11.02 – General Insurance**B. Types**

“1. Comprehensive General Liability Insurance” is deleted in its entirety and replaced with the following:

The minimum limit of liability shall be \$1,000,000. per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Comprehensive General Liability policy shall name the County, its officers, and employees as additional named insureds.

SECTION 107 - LEGAL RELATIONS (CONT'D)107.11.02 – General Insurance (Cont'd)**B. Types (Cont'd)**

“1. Comprehensive General Liability Insurance” is deleted in its entirety and replaced with the following: (Cont'd)

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.

The insurance policy shall be endorsed to include contractual liability coverage, premises/operations coverage, products/completed operations coverage, broad form property damage coverage, independent contractors coverage, and personal injury coverage.

The Contractor shall provide documentation from the insurance company that indicates the cost of naming the County, its officers, and employees as named insureds.

“2. Comprehensive Automobile Liability Insurance” is deleted in its entirety and replaced with the following:

The policy shall cover owned, non-owned, and hired vehicles with minimum limits of liability in the amount of \$1,000,000. per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$10,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The following is added to this Subsection of the Standard Specifications:

Contractual Liability Coverage is afforded to the Contractor under the Commercial General Liability, Auto Liability and Umbrella Liability Policies evidenced on this certificate for bodily injury and property damages associated with their obligation under the hold harmless clause with the County of Ocean which states that the Contractor shall protect and indemnify the Owner, the Engineer, their officers and agents against any claim or liability except a claim or liability resulting from the sole negligence of the Owner, the Engineer, their officers and agents or by the Owner's employees or subcontractors; and shall reimburse the Owner, Engineer and Consultants for any costs incurred by them.

1. Owner's and Contractor's Protective Liability Insurance.

The following is added to this Subsection of the Standard Specifications:

The insurance policy shall be endorsed to include the following:

Hold Harmless Clause:

Hold Harmless Clause shall protect and indemnify the Owner, the Engineer, their Officers and Agents against any claim or liability except a claim or liability resulting from the sole negligence of the Owner, the Engineer, their Officers and Agents or by the Owner's employees or Subcontractors; and shall reimburse the Owner, Engineer and Consultants for any costs incurred by them.

Ocean County Clauses:

"Coverage is equal to or in excess of that which is required in Subsection 152.03 of the project referenced on the front side of this Certificate."

The County of Ocean and the County Engineer are added as additional Insureds.

SECTION 108 - PROSECUTION AND COMPLETION108.02 Commencement of Work.

The following is added to this Subsection of the Standard Specifications:

Where permits are being awaited as indicated under Subsection 107.01.02, the fully executed Contract will be forwarded to the Contractor upon execution by the County but Notice to Proceed will be withheld until all permits are received.

Time requirements listed in the second paragraph of this Subsection shall, in the above instance, be interpreted to be counted from the date of mailing the Notice to Proceed to the Contractor.

The equipment shall be on call at the request of the County within forty eight (48) hours of notice.

Subsection 108.10 Contract Time

The following is added to this Subsection of the Standard Specifications:

The time under this contract shall be on an hourly basis; the approximate number of hours and mobilizations to be used is for the entire County, which amounts may be greater or lesser but may not exceed twenty percent greater than the amount listed.

The contract shall be in effect for 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.

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.

Subsection 108.11.01 Modifications to Contract Time

B. Types of Delays. The County recognizes the following types of delays:

1. Non-Excusable Delays.

The following is added to this Subsection of the Standard Specifications:

In the event that the equipment should be inoperable for a scheduled working day (excluding Saturday), it shall be at the discretion of the respective County Department as to whether replacement equipment shall be brought in.

SECTION 154 – MOBILIZATION154.04 Measurement and Payment

The following is added to this Subsection of the Standard Specifications:

A request for profiler to a site as directed by the appropriate Department shall be one (1) unit of Mobilization. There shall be no payment or credit for Mobilization when removing equipment from the site. Mobilization shall include a mechanic and all else necessary for the set up of the equipment. The Contractor shall mobilize within twenty four (24) hours of advance notice. There will be no separate cost for mobilization of the Mechanical Broom Sweeper. All associated costs shall be included in the hourly rate.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.01 Description

The following is added to this Subsection of the Standard Specifications:

No field office will be required.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

156.01 Description

The following is added to this Subsection of the Standard Specifications:

No materials field laboratory will be required.

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.02 Equipment.

The following is added to this Subsection of the Standard Specifications:

Vendor is required to own or have access to two (2) working profilers at the time of bidding in order to avoid extensive down time and allow for multiple job locations on same work day.

Vendor is required to own or have access to two (2) working Mechanical Broom Sweepers at the time of bidding in order to avoid extensive down time and allow for multiple job locations on the same work day.

All equipment shall be in good working condition before starting to work and is to be inspected by the respective County Department.

It shall be the responsibility of the operator, as the Contractor's representative on the job, for the maintenance of the profiler and any related equipment.

In the event of an equipment breakdown, the County shall be notified along with an estimate of the downtime.

Downtime shall not be charged to working hours.

EQUIPMENT SPECIFICATIONS**SECTION I – PAVEMENT PROFILER**

The requirements of this Subsection and hereby deleted and replaced with the following:

The Pavement Profiler shall be a self-propelled and self-loading planing, grinding or cutting machine with variable operating speeds, capable of removing bituminous concrete without the use of heat to depths from 0 to 5 inches either uniform or straight slope from side to side. It shall be capable of milling a six-foot minimum width in a single pass.

The milling machine shall be equipped with automatic grade controls. The reference system may be either stringline or ski type. Use of the automatic grade controls will be required except at intersections and other locations where its use is not practical.

The milling operation, including removal of the milled material, shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

The Pavement Profiler must have a Vacuum Cutting System (VCS) to capture the fine material particles and water vapor that are created inside the milling drum assembly during the milling process.

Teeth in the milling drum that become dislodged, broken or unevenly worn shall be replaced immediately with teeth that are of the same length as the remaining teeth in that row.

The Pavement Profiler shall include the operator and all fuel as well as necessary ground control personnel.

The contractor will be required to supply the water source for the profiler.

Once the Pavement Profiler is mobilized, there is a guarantee of a minimum of eight (8) hours of work.

SECTION II - TACK TRUCK

The bituminous material shall be heated to a suitable consistency as designated by the County of Ocean. The tack coat shall be applied with a pressure distributor or other approved mechanical or hand methods. The bituminous material shall be applied in a thin uniform layer at a rate between 0.02 and 0.10 gallons per square yard. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying, but shall not be applied so far in advance or over such an area, that it might lose its adhesiveness as a result of being covered with dust or other foreign material. The tack coat surface shall be kept free from traffic until the wearing surface is laid.

Tack coat shall be placed with a pressure distributor, which shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required within an allowable variation of two inches. The outside nozzle at each end of the spray bar shall have an area of opening not less than 25 percent or more than 75 percent in excess of the other nozzles. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzles.

EQUIPMENT SPECIFICATIONS (CONT'D)

SECTION II – TACK TRUCK (Cont'd)

ITEM # 2A - CATIONIC ASPHALT EMULSION

4Type – Slow Setting

Grade

		<u>CSS-1</u>	
	<u>MIN.</u>		<u>MAX.</u>
Test on Emulsions:			
Viscosity, Saybolt Furol at 77 degrees Fahrenheit, s	20		100
Viscosity, Saybolt Furol at 122 degrees Fahrenheit, s			
Settlement, ^a 5-day, %			5
Storage Stability Test, ^b 24-h,%			1
Classification Test c			
Or			
Demulsibility, ^d 35 ml 0.8% sodium			
Diocylsulfosuccinate, %			
Coating, Ability and water resistance:			
Coating, dry aggregate			
Coating, after spraying			
Coating, wet aggregate			
Coating, after spraying			
Particle charge test			Positive
Sieve test, %			0.10
Cement mixing test, %			2.0
Distillation:			
Oil distillate, by volume of emulsion, %			
Residue, %	57		
Tests on residue from distillation test:			
Penetration, 77 degrees Fahrenheit, 100 g. 5 s	100		250
Ductility, 77 degrees Fahrenheit, 5cm/min, cm	40		
Solubility in trichloroethylene, %	97.5		
Typical applications ^e	Cold plant mix, recoat tack coat, mulch		

Delivery: Various quantities up to 1,000 gallons directly into County equipment at various locations.

EQUIPMENT SPECIFICATIONS (CONT'D)**SECTION III - WATER TANKER TRUCK**

1,500-2000 gallon self-contained tanker. Water truck must be able to hook up to a hydrant and must contain front and rear duckbill spray nozzles for dust control. Uses may include but are not limited to the filling of sweepers, rollers, millers and or for dust control. Contractor will be responsible for the operator and all fuel costs related to the use of the water truck.

SECTION IV - MECHANICAL SWEEPER

The requirements of this subsection are hereby deleted and replaced with the following:

It is the intent of this specification to provide the County of Ocean with a Mechanical Broom Sweeper on an hourly basis, as needed. Normal work hours will be 7:00 AM to 3:30 PM. Hours are not limited to this timeframe. The machine will be used in conjunction with our Milling Operations, as needed. The machine will be mechanical in design with a minimum 4 cubic yard hopper. A 10 foot wide sweep swatch is recommended. It will be a right side high dump capable of dumping into a 6 yard Dump Truck. It shall have a minimum water capacity of 300 gallons. The County of Ocean will not be responsible for any down time. A backup machine shall be provided in a timely manner if the first machine breaks down. There will be no separate cost for Mobilization of the Mechanical Broom Sweeper. All associated costs shall be included in the hourly rate.