Frank Sadeghi, Director
Jennifier Bacchione, Deputy Director
Robert S. Arace, Commissioner
Sam Ellenbogen, Commissioner
Ray Gormley, Commissioner

Jennifer L. Bowens, Qualified Purchasing Agent

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

BID

FIXED HAMMERS, INSERTS AND WEAR PARTS

2026

ADVERTISEMENT DATE: June 10, 2026
OPENING: June 30, 2026, 11:00 am

Bid Category: *02- Agricultural Equipment and Related Products and Services*

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **FIXED HAMMERS, INSERTS AND WEAR PARTS** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, June 30, 2026** 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:

FRANK SADEGHI, Director

JENNIFER L. BOWENS, Qualified 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
Assistant Purchasing Agent
101 Hooper Ave.
Room 224
Toms River, NJ 08753
Email: ocpurchasing@co.ocean.nj.us
Phone: (732) 929-2103
Department:
Solid Waste Management

Timeline

Advertising Date	June 10, 2026
Bid Opening Date	June 30, 2026, 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/)

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, June 30, 2026.

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.

Bidder Review and Questions

Bidders are responsible for thoroughly reviewing all bid documents, including specifications, pricing proposals, and attachments, prior to submitting questions or a bid response. Questions submitted that are clearly addressed within the bid documents will be answered by directing the bidder to the applicable section of the bid, rather than restating the information.

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

When offering an equivalent product, the bidder must clearly specify any variations from the stated specifications, regardless of how minor. The County will determine whether the proposed item meets or exceeds the specified product based on its quality, performance, and suitability for the intended use. Where equivalent equipment is offered, the County will determine if the proposed item is equal to or better than specified.

Evaluation

In addition to pricing, evaluation will include an assessment of quality, adherence to specifications, suitability for the County's needs, delivery terms, and warranty provisions. If no deviations from the specifications are noted, the bid will be assumed to be fully compliant with the stated requirements.

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.

Buy American for Food Contracts (If Applicable)

This provision applies exclusively to contracts for the purchase of food and food service products under federally funded child nutrition programs.

In accordance with 7 CFR 210.21(d) and USDA Memo SP 38-2017, all food and food service products provided under such contracts must be domestic. Products must be either 100% domestic or contain more than 51% domestic agricultural components by weight or volume.

Exceptions are permitted only when the product is not available domestically in sufficient quantity and/or quality, or when competitive pricing demonstrates that domestic products are significantly higher in cost. Any exception request must be submitted in writing and approved by the School Food Authority (SFA) prior to purchase.

This requirement does not apply to non-food-related contracts.

No 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

All Certified Payrolls for Public Works Projects **must** be submitted online via the New Jersey Wage Hub website which can be accessed through the following link: https://njwages.nj.gov/. Certified payrolls must be submitted within ten (10) days of the payment of wages for each pay period, **both** online via New Jersey Wage Hub and hard copy to the contracting unit.

Special Surety Bid Requirements for Certain Construction Projects

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

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

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

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.usreasury/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 apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: **https://sanctionssearch.ofac.treas.gov/**. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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.

Certificate of Insurance

Upon contract award, when a Certificate of Insurance is required, it shall be provided to Ocean County listing the County as an additional insured, as follows:

County of Ocean, 101 Hooper Avenue, P.O. Box 2191, Toms River, NJ 08754-2191

Open Public Records Act (OPRA)

** ATTENTION**

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

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 permits eligible local government contracting units located within the geographical boundaries of Ocean County to purchase goods and services awarded under this bid, provided the successful bidder elects to extend the contract to cooperative participants.

Goods and services shall be made available without substitution or deviation from the specifications, quality, price, or terms set forth herein. Orders placed by cooperative participants shall be made directly between the vendor and the participating contracting unit and shall be subject to the terms and conditions of the County contract.

The estimated quantities stated in this specification reflect only the anticipated requirements of County departments under the authority of the Ocean County Board of Commissioners. They are based upon historical usage and projected demand. *Purchases made by cooperative participants are separate and independent of County orders and shall not be applied toward or reduce the County's estimated quantities. Total quantities sold under the contract* ***may exceed*** *the County's stated estimates as a result of cooperative participation.*

Any contracting unit electing to utilize this cooperative contract shall reference the County Cooperative Contract Purchasing System Identifier **CK-02-OC** on all purchase orders issued under this contract. The identifier must be included on the purchase order to verify participation under the County Cooperative Contract Purchasing System.

Vendors must indicate in the Vendor Questionnaire whether they elect to extend contract pricing to eligible cooperative participants under **CK-02-OC**.

Award Method

Contract will be awarded on a line item basis.

Specifications and Scope of Work

SCOPE OF WORK

See "Attachments", "Project Documents" for detailed specifications.

Intent

CONTRACT TERMS

The contract shall be for a one (1) year term, from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

INTENT

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

NO ASSIGNMENT

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

OWNERSHIP DISCLOSURE

All contractors shall comply with all the 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 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.

BRAND NAMES

Specific brand names and item numbers listed herein have been found satisfactory to the County. Where equivalent products are being offered, the vendor shall state the manufacturer and product name and/or number being offered, and vendor shall include additional technical specifications and descriptive literature for accurate comparison purposes.

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 if fully understood that they shall furnish all items as stated.

DESCRIPTIVE LITERATURE

Descriptive literature should be enclosed with bid. Failure to enclose such literature may be reason to consider your bid as non-responsive.

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.

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.

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. l7:27-5.2.

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**.

Vendor Questionnaire

OpenGov Vendor Account Verification*

I hereby confirm that I am logged into OpenGov using an account directly associated with the Business Name (and corresponding Tax ID number) as provided in all solicitation documentation. I fully understand that, if awarded a contract with Ocean County, the company information listed in the Contract Information Field will be used for the preparation of all contract documents. *Failure to adhere to these requirements may result in the rejection of this bid.*

☐ Please confirm
*Response required

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

DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS **MAY BE** CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

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

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

DOCUSIGN WORKS BEST IN THE GOOGLE CHROME BROWSER

Click here to go to the form

*Response required

CONTRACT INFORMATION*

Should your company be awarded a contract with Ocean County, please provide the **contact name, contact phone number and the physical mailing address** where the contract documents should be mailed. *(no email addresses, please!)*

*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

For Item #5 Only: Descriptive Literature and Technical Specifications*
Please supply all descriptive literature and technical specifications, and steel composition for item #5 ONLY.

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

ADDITIONAL DOCUMENTATION
Please add any additional documentation you wish to be considered here.

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

FIXED HAMMERS, INSERTS AND WEAR PARTS

Line Item	Description	Unit of Measure	Unit Cost	No Bid	Mfr. Model	Delivery A.R.O.	Comments
1	Fixed Hammers, Part # 40760-565, One (1) set consists of 24 Hammers, As Specified, or Equal	SET					
2	Heavy Duty Insert, Part # 40779-565 - for MORBARK 1200 Tub Grinder, As Specified, or Equal	SET					
3	Fixed Hammer, Part # 40277-567 – for MORBARK 1200XL Tub Grinder, As Specified, or Equal	SET					
4	Heavy Duty Insert, Part # 40668-571 - for MORBARK 1200XL Tub Grinder, As Specified, or Equal	SET					
5	Fixed Flails, Model # SRBFFL (Old Model #4376), One (1) set consists of 124 Flails, As Specified, or Equal	SET					
6	Side Plates for Scarabs, Part #SC3200, One (1) set consists of 164 Side Plates, As Specified or Equal	SET					
7	Wear Plates (Spacers/Shims) for Scarabs, Part # FS3200, One (1) set consists of 164 wear plates, As Specified, Or Equal	SET					
8	Drum Throwing Part Insert for Komptech Topturn X5000, Part #413200010A, One (1) set consists of 72 Inserts, As Specified or Equal	SET					

ITEM #1 – FIXED HAMMER P/N 40760-565 – FOR MORBARK 1200 TUB GRINDER

Model 1200 fixed hammers are manufactured using forged tool steel, heat treating after holes are drilled to assure heat treated rod holes. Furthermore, these hammers meet or exceed the exacting tolerances as noted on original manufacturers drawing # 40760-565 that are required for successful operation of the 1200 Tub Grinder. To further enhance performance and wear ability, hard surface material is applied to the fixed hammer that meets original design criteria high wear tungsten carbide impregnated or greater. **One (1) set consists of twenty-four (24) hammers.**

ITEM #2 – HEAVY DUTY INSERT P/N 40779-565 - FOR MORBARK 1200 TUB GRINDER

Heavy duty impregnated and hooked 2 ½" wide insert. The 1200 Tub Grinder insert must be manufactured by Morbark or be an equal or greater quality. Morbark forged inserts are especially designed and heat treated to highest industry standards and specifications. Inserts must be made with long wearing tungsten carbide grit infused hard faced wire welds applied by a robotic machine for uniform placement, weld deposition and superior penetration to specific areas. Because of wear requirements, only virgin tungsten carbide mesh will be accepted. Recycled carbide impregnated tungsten will not be considered. Weld must be 32-38 HRC consistency. Insert must have a slotted back to secure the insert to the hammer better so the fasteners won't twist or break. Two bolts and nuts shall be provided per insert. Only grade 8 or better bolts and stover flange nuts will be considered. Bolt must be welded into the insert. **One (1) set consists of twenty-four (24) inserts, forty-eight (48) bolts and forty-eight (48) nuts.**

ITEM #3 – FIXED HAMMER P/N 40277-567 – FOR MORBARK 1200XL TUB GRINDER

Model 1200XL fixed hammers are manufactured using forged tool steel, heat treating after holes are drilled to assure heat treated rod holes. Furthermore, these hammers meet or exceed the exacting tolerances as noted on original manufacturers drawing **#40277-567** that are required for successful operation of the 1200XL Tub Grinder. To further enhance performance and wear ability, hard surface material is applied to the fixed hammer that meets original design criteria high wear tungsten carbide impregnated or greater. **One (1) set consists of twenty-four (24) hammers.**

ITEM #4 – HEAVY DUTY INSERT P/N 40668-571 - FOR MORBARK 1200XL TUB GRINDER

Heavy duty impregnated and hooked 2 ½" wide insert. The 1200XL Tub Grinder insert must be manufactured by Morbark, or be an equal or greater quality. Morbark forged inserts are especially designed and heat treated to highest industry standards and specifications. Inserts must be made with long wearing tungsten carbide grit infused hard faced wire welds applied by a robotic machine for uniform placement, weld deposition and superior penetration to specific areas. Because of wear requirements, only virgin tungsten carbide mesh will be accepted. Recycled carbide impregnated tungsten will not be considered. Weld must be 32-38 HRC consistency. Insert must have a slotted back to secure the insert to the hammer better so the fasteners won't twist or break. Two bolts and nuts shall be provided per insert. Only grade 8 or better bolts and stover flange nuts will be considered. **One (1) set consists of twenty-four (24) inserts, forty-eight (48) bolts and forty-eight (48) nuts.**

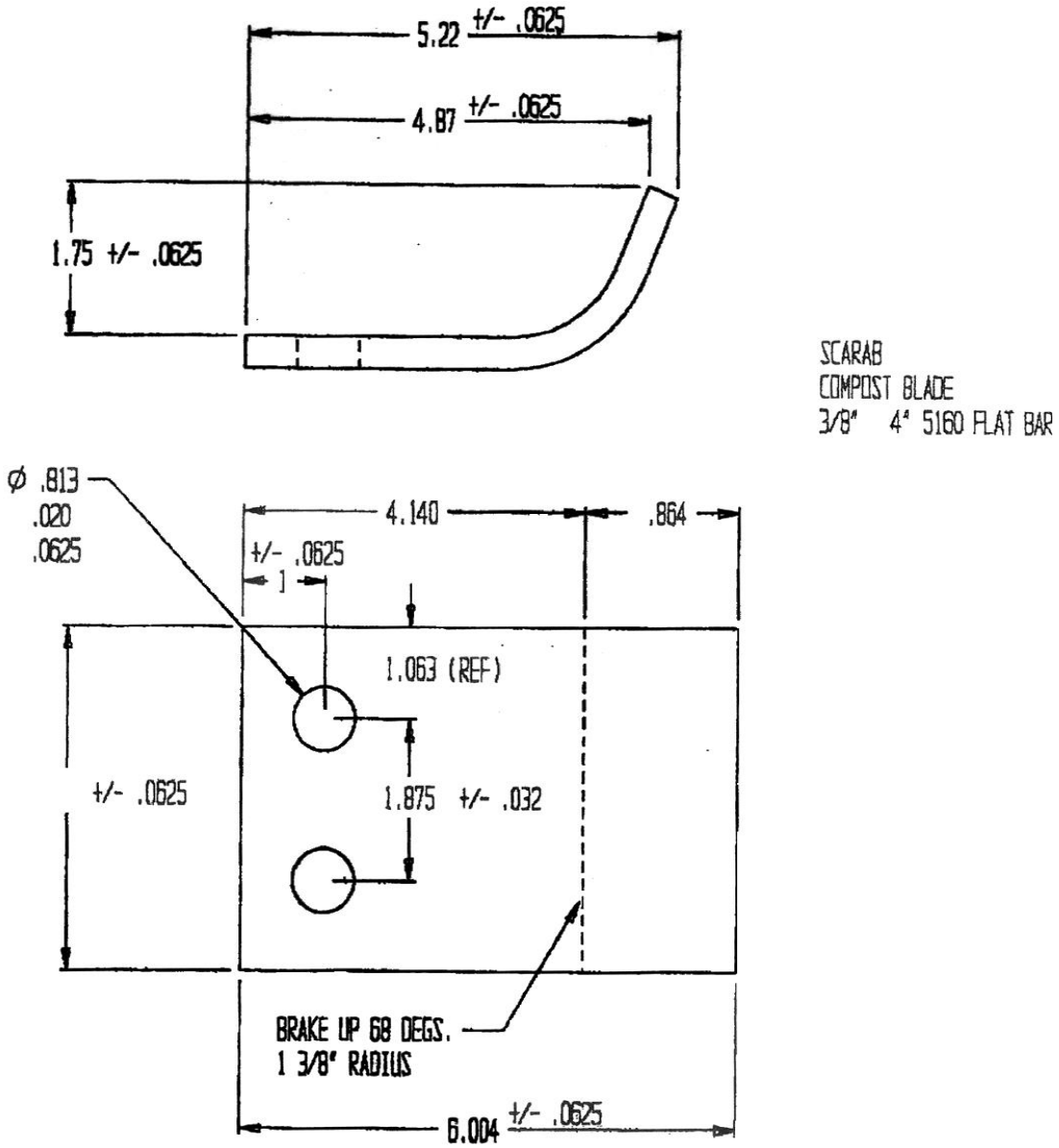
ITEM #5 – FIXED FLAIL-SCARAB MODEL # SRBFFL (OLD MODEL # 4376) - FOR SCARAB WINDROW MACHINE, MODEL # 14

The base material shall be 5150 Rockwell Hardness steel. Tungsten Carbide hard facing shall be applied 1" on back and both leading and trailing edges. **(Steel Composition should be included with bid.)**

Basic Flail body size should be 4" x 6" x ⅜". Angle bend at top creates lofting capability verify at 14 radians. Two (2) properly sized flail bolt holes punched in base at exact mounting location. **One (1) set consists of 124 flails.**

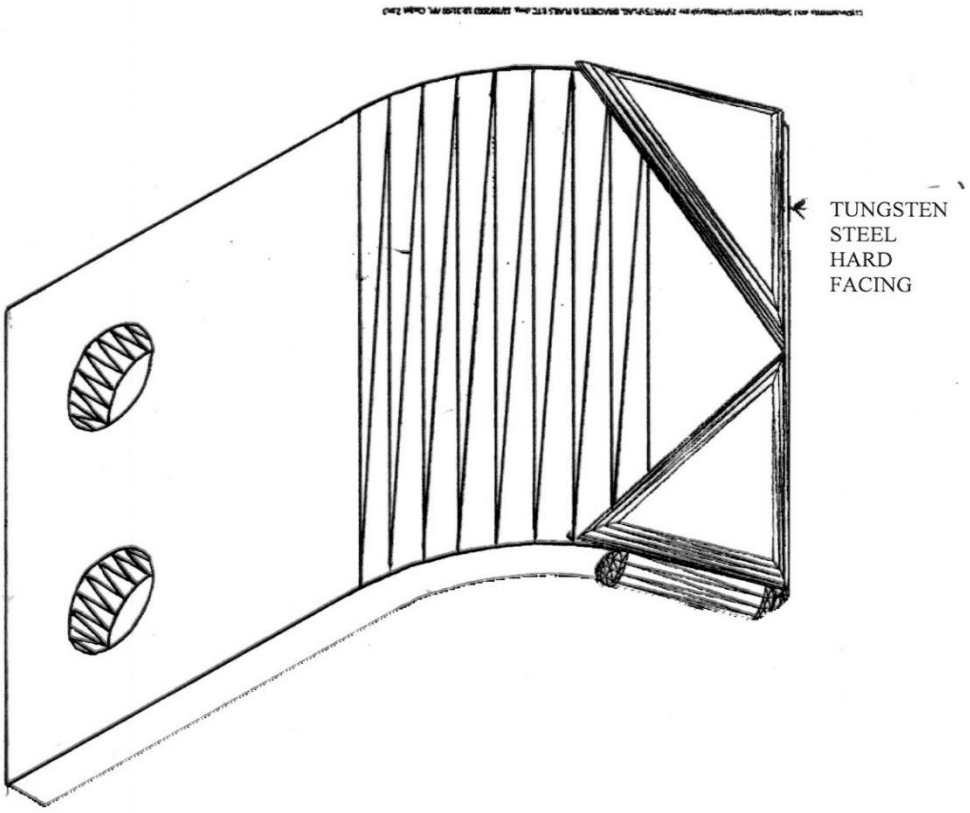
Fixed Flail- Scarab Model # SRBFFL (Old Model # 4376) - Scarab, Model # 14 - Example

Dec 10:



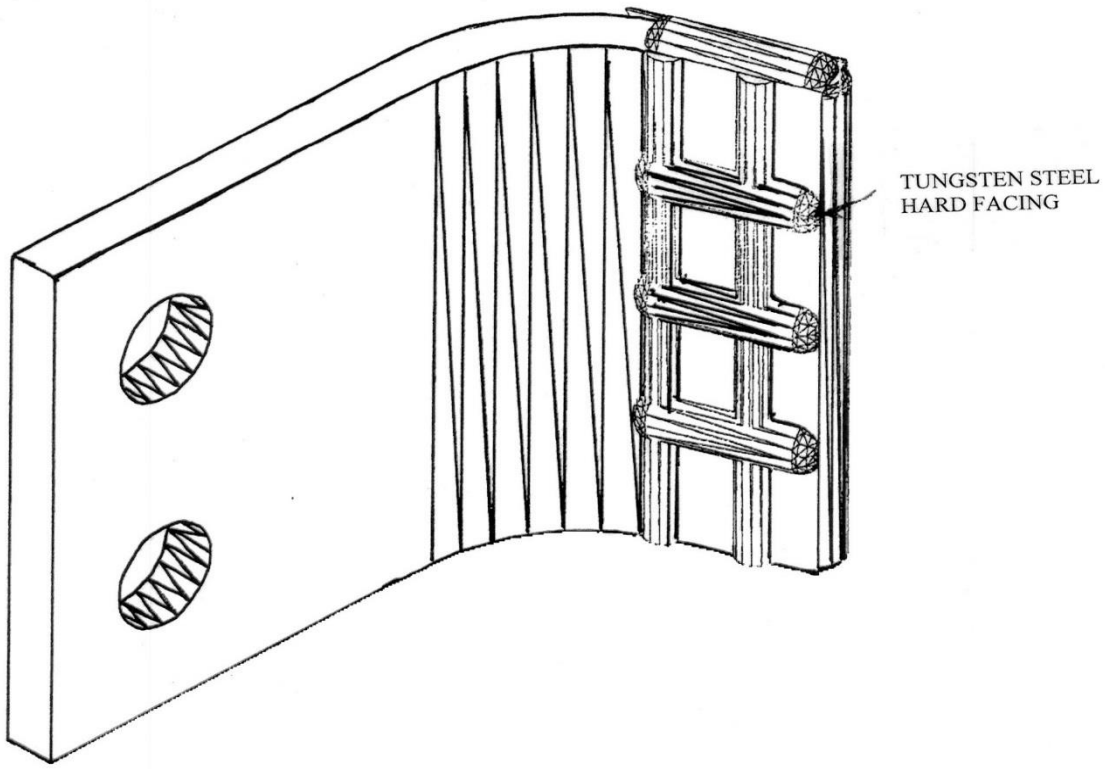
ITEM #5 – FIXED FLAIL-SCARAB MODEL # SRBFFL (OLD MODEL # 4376) - FOR SCARAB WINDROW MACHINE, MODEL # 14

Example (Cont'd)



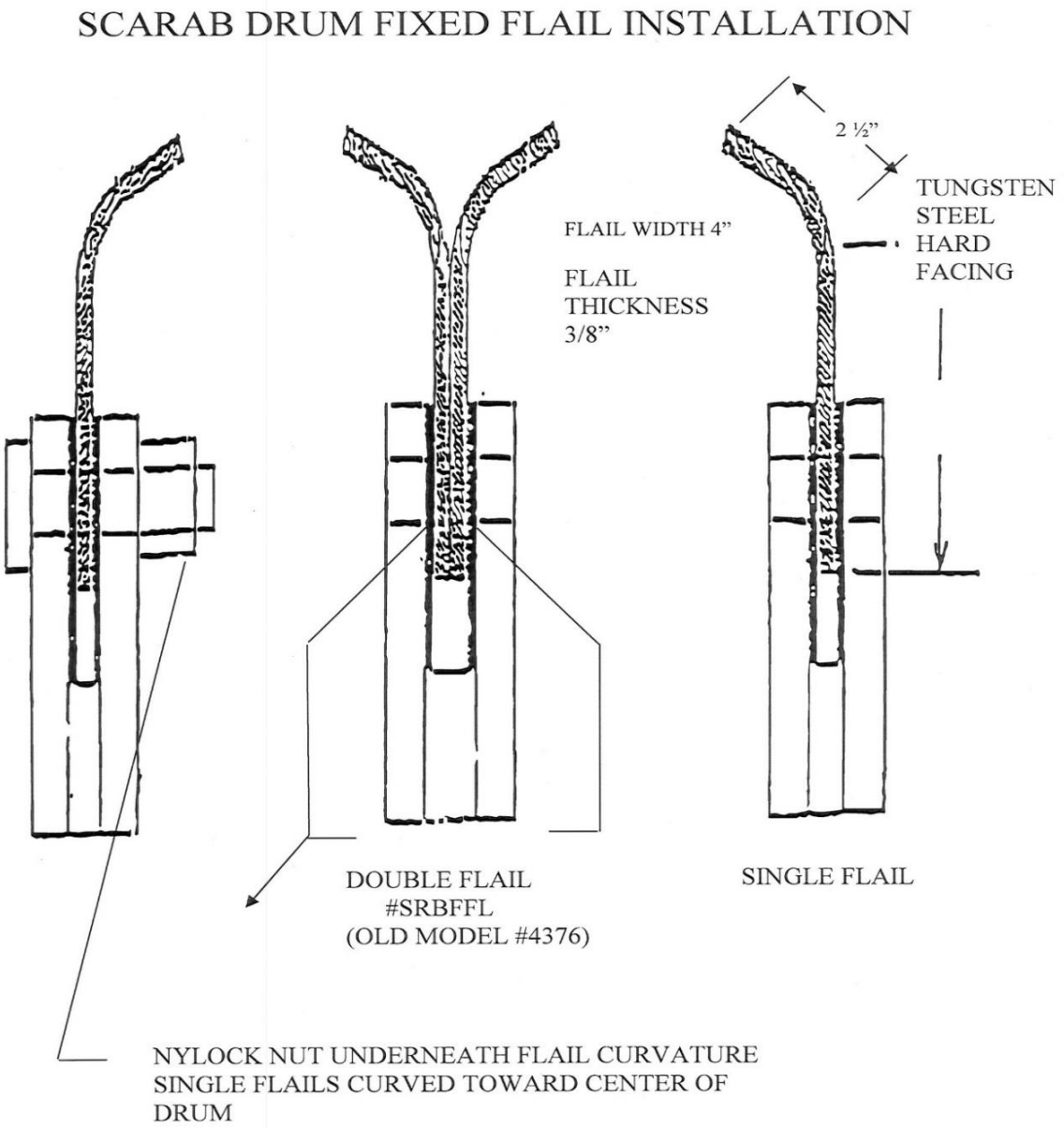
ITEM #5 – FIXED FLAIL-SCARAB MODEL # SRBFFL (OLD MODEL # 4376) - FOR SCARAB WINDROW MACHINE, MODEL # 14

Example (Cont'd)



ITEM #5 – FIXED FLAIL-SCARAB MODEL # SRBFFL (OLD MODEL # 4376) - FOR SCARAB WINDROW MACHINE, MODEL # 14

Example (Cont'd)



ITEM # 6 – SIDE PLATES, PART #SC3200 FOR SCARAB WINDROW TURNERS

The size of each side plate is 13” X 4 ½” X ¾” and include five (5) punched holes where each side plate can attach firmly to the drum and flails. There are a total of 164 side plates on each machine. **One (1) set consists of 164 side plates.**

Side Plates, Part #SC3200 for Scarab Windrow Turners - Example



ITEM # 7 – WEAR PLATES, PART #FS3200 FOR SCARAB WINDROW TURNERS

Wear plates, which are sometimes referred to as shims or spacers, shall be constructed of 13 gauge steel. The size of the wear plates are 4" X 2" with two (2) punched holes. These holes allow for each spacer to fit firmly between each flail. **One (1) set consists of 164 wear plates.**

Wear Plates, Part #FS3200 for Scarab Windrow Turners – Example



ITEM 8 -KOMPTECH TOPTURN X5000, DRUM THROWING PART INSERT # 413200010A

Drum throwing part insert manufactured as form fitted 100 mm wide insert. The Komptech X5000 Topturn compost turner drum throwing part insert shall be manufactured by Komptech and equipped with the Komptech leave and item no. on the back side of the throwing part as proof of origin.

The throwing part shall have dimensions of 100 mm in width and 231 mm in length and 12 mm in thickness, and 70 mm on-center bolt. Shall meet the exacting tolerances to guarantee a successful and safe operation of the Komptech X5000 Topturn compost turner. The material quality must be high strength steel, or greater quality. Evidence of steel composition shall be submitted with bid.

The throwing part must be die-forged based on current industry standards and tolerances of forging set forth in EN10243-1: 1999 to archive the unique rotatable design. Each throwing part must be hardened and tempered 52-4 HRC.

At the center, the throwing part must have two (2) holes with hexagonal recess for fixation with M16 bolts. For protection against torsion and wear at the bolt head, the thickness of the throwing part has to ensure to cover the bolt head fully in screwed-on state. Between the two (2) holes, the throwing part needs to be equipped with recess across the width, which will prevent the throwing part against twisting by form fit.

One (1) set consists of 72 inserts.

See Photographic References on following pages

ITEM 8 -KOMPTECH TOPTURN X5000, DRUM THROWING PART INSERT # 413200010A (CONT'D)

Photo Examples



ITEM 8 -KOMPTECH TOPTURN X5000, DRUM THROWING PART INSERT # 413200010A (CONT'D)

Photo Examples



ITEM 8 -KOMPTECH TOPTURN X5000, DRUM THROWING PART INSERT # 413200010A (CONT'D)

Photo Examples



ITEM 8 -KOMPTECH TOPTURN X5000, DRUM THROWING PART INSERT # 413200010A (CONT'D)

Photo Examples

