



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

*Tristin J. Collins, Director, Management & Budget*  
*Jennifer L. Bowens, Purchasing Agent*  
*John N. Ernst, County Engineer*

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

***BID***

***CONSTRUCTION OF BARNEGAT BRANCH TRAIL MAINTENANCE***  
***CONTRACT 2022, BARNEGAT AND OCEAN TOWNSHIPS***

***2022***

***ADVERTISEMENT DATE: November 9, 2022***  
***OPENING: November 29, 2022, 11:00 am***

# ***INTRODUCTION***

## **Summary**

The purpose of this bid package is to provide the County of Ocean with a contractor(s) who has the ability to successfully complete the tasks required as set forth in the specifications of this project: **Construction of Barnegat Branch Trail Maintenance Contract 2022, Barnegat and Ocean Townships**

## **Contact Information**

**Jennifer**  
Principal  
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Phone: [\(732\) 929-2130](tel:(732)929-2130)  
**Department:**  
Engineering

**Reenstra**  
Engineer

## **Timeline**

<b>Release Project Date</b>	November 9, 2022
<b>Question Submission Deadline</b>	November 16, 2022, 12:00pm
<b>Proposal Submission Deadline</b>	November 29, 2022, 11:00am

## ***NOTICE TO BIDDERS***

Notice is hereby given that sealed bids will be received by the Purchasing Agent of the County of Ocean in the State of New Jersey for the **Construction of Barnegat Branch Trail Maintenance Contract 2022, Barnegat and Ocean Townships**, County of Ocean, State of New Jersey. All bids shall be opened and read in public in the County Administration Building, Toms River, New Jersey, on **Tuesday, November 29, 2022**, 11:00 am, prevailing time.

Plans, Specifications and Forms of Bids, Contract, Performance Bond and Payment Bond for the proposed work prepared by John N. Ernst, Ocean County Engineer and approved by the Ocean County Board of Commissioners are filed in the Office of said County Engineer at 129 Hooper Avenue, Toms River, New Jersey. Bidders will be able to view a copy of the Plans and Specifications on proper notice, but all responses are to be submitted online.

Sealed bids may be received electronically via the [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

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.) and P.L. 1997, c.408 (N.J.S.A. 40A:11-16).

Statement of Ownership (N.J.S.A. 52:25-24.2). The provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to 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.

Each bid must be accompanied by a Non-Collusion Certificate and by a guarantee in the amount of not less than ten percent (10%) of the total sum bid, provided such guarantee shall be for no more than twenty thousand (\$20,000.00) dollars. The guarantee may be in one of the following three forms: cashier's check, certified check or Proposal Bond. The guarantee shall be payable to County of Ocean. In the event that a cashier's check or certified check is used, evidence of ability to furnish a Performance Bond and a Payment Bond in accordance with Subsection 151.03.01 must also accompany each bid; the usual form of Proposal Bond letter from a recognized Bonding Company will be acceptable.

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2.

The County reserves the right to waive any minor informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in accordance with applicable law.

By order of the Board of Commissioners of Ocean County.

Signed by:

**JOHN P. KELLY**, Director

**MICHELLE I. GUNTHER**, Clerk of the Board

**JOHN N. ERNST**, Ocean County Engineer

# ***INSTRUCTIONS TO BIDDERS***

## **Bid Opening**

All Bids shall be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 a.m., prevailing time on the date specified in the Notice to Bidders.

## **Late Submissions**

The County will not be responsible for late mail deliveries and no bid bonds will be accepted if received after the time stipulated in the Notice to Bidders.

**DO NOT MAIL A HARD COPY OF YOUR BID WITH YOUR BID BOND.**

## **Completion of All Documents**

Bidders shall complete and sign all procedural documents with the bid package.

Such documents include, but are not limited to:

- \* Non-Collusion Certificate
- \* Affirmative Action Questionnaire
- \* Signature Page
- \* Statement of Ownership (N.J.S.A. 52:25-24.2)
- \* Disclosure of Investment Activities in Iran
- \* Acknowledgment of Receipt of Addenda or Revisions (if issued)
- \* Price schedule
- \* Any other documents that may be required in the specifications

Failure to complete all documents, as requested, may be cause for rejection. Each bid must be signed by a person authorized to do so.

***Please note that Ocean County's preferred method of submission for required documents is DocuSign.***

## **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2.

The County reserves the right to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed 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 acts of the Contractor, his servants or agents.

### **Insurance Requirements**

The Contractor shall maintain insurance to protect against all claims under Owner's and Contractor's Protective Liability Insurance, Workmen's Compensation, Comprehensive General Liability and Automobile (and Pollution if required) as further stipulated herein.

### **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 Bond**

A Bid Security in the form of a Bond, Cashier's Check, Certified Check, or e-bond using Surety2000, made payable to the County of Ocean in the amount of ten percent (10%) of the total amount of the bid (but not in excess of \$20,000.00) **must accompany each proposal as a guarantee** which may be forfeited and retained by the County in lieu of its other legal remedies if a successful bidder's proposal is accepted by the County and he shall fail to execute and return to the County the required contract and bonds not more than twenty-one (21) days, Sundays and holidays excepted, after the delivery of the prepared contract and bond form to him by the County.

The Bid Security **must be received by the date and time stipulated in the notice to bidders.**

Bid Security may be mailed or hand delivered to:

Office                      of                      the                      Clerk                      of                      the                      Board  
101                              Hooper                              Avenue,                              Room                              328  
Toms River, NJ, 08753.

Bid Security may also be hand delivered at the public bid opening and must be received no later than 11:00 a.m. prevailing time on the date stipulated in the Notice to Bidders.

### **Electronic Surety Submission**

Ocean County has an account with Surety2000 which is an Electronic Surety Company that acts on behalf of the bidder to supply a valid bid bond. Surety2000 is a fee-based service that will allow the County to verify electronically submitted bonds at the time of the bid opening.

#### **How It Works:**

The surety agent communicates with the client while the Surety Company authorizes electronic power of attorney. The keys to Surety2000 are the "Authorization Code," electronic signatures, electronic control over powers of attorney, and the secure interaction and retention of data. In lieu of unreliable paper bonds, the surety agent will generate authorization codes through the system and provide these codes to the contractors/principals. Surety agents electronically sign these documents. The contractor/principal logs into the system to retrieve and electronically sign the bond through Surety 2000 or through its designated electronic bidding system with which Surety 2000 is integrated.

Once signed, owner/obligees log onto the system to retrieve and file the executed surety bond. All electronic signatures are authenticated, secure and time-stamped. All surety companies are notified in real-time and view the executed bonds, virtually eliminating the possibility of fraud.

To obtain more information about Surety2000 in order to use this program to submit a bid bond, please visit their site at: <https://surety2000.com/how-it-works>

### **Performance Bond**

A Performance Bond in the form of a Certified Check (cash) or Bond, from a surety company authorized to transact business in the State of New Jersey, in the amount of 100% of total bid will be required from the successful bidder, to insure faithful performance of the contract. The Performance Bond and contract must be filed with the County of Ocean not more than twenty-one (21) days, Sundays and holidays excepted, after the award resolution, or the contract will be subject to rescission.

### **Proposal Form**

Bidders must use the proposal form furnished by the County when submitting their bid.

### **Payments**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners, subject to the Board of Commissioners' customary procedures, and subject to the provisions of the Prompt Payment Act N.J.S.A. 2A:30A-2.

### **Awarded Bidder**

Contract will be awarded to the lowest responsible bidder.

### **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.

### **Prevailing Wage and Labor Laws**

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

### **Equal or Tie 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 Products**

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

### **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid.

### **American Goods and Products**

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

### **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 subcontractors 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 subcontractor 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 subcontractors comply.

Contractors are encouraged to submit their and all named subcontractors' Public Works Contractor Registration Certificates with the bid. Pursuant to N.J.S.A. 34:11-56.55, certificates must be submitted prior to award of the Contract.

### **Written Consent**

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" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

### **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.

### **Surety Company Ratings**

The form of the security bond and the company shall have the approval of the Owner. The surety company shall have minimum ratings, and a financial size category appropriate to the project size



as listed below and as shown in the latest report of Best's Key Rating Guide, Property-Casualty, issued by A.M. Best Company, Oldwick, New Jersey.

#### SIZE RATING FINANCIAL SIZE

0	to	1	Million	A-	IV
1	Million	to	5	Million	A- VII
5	Million	to	10	Million	A- VIII
10 Million and Over					A- IX

The Bidder shall provide documentation that the Surety has fulfilled the requirements of N.J.S.A. 2A:44-143. Should the Bidder elect to use a Surety which does not fulfill the minimum Best's Key Rating above or is not rated by the A.M. Best Company, the Bidder must provide documentation, and any information required for the verification of presented documentation, that the surety is rated in one of the three highest categories by an independent, nationally recognized United States rating company in accordance to the "Administrative Procedure Act." The bond shall be maintained in full force for a period of twelve (12) months after the date of final acceptance by the Owner of the work, to guarantee that the Contractor will make good any faults and/or defects in the work arising from improper or defective workmanship or materials which may appear during that period.

#### New Jersey Business Registration Requirements

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action - there are no fees to register. However, you should update your contact and tax eligibility information as needed. The contracting agency is required to have a copy of the "proof of registration certificate" submitted. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.

\* Before final payment on the contract is made by Ocean County, the Contractor shall submit an accurate list and either, (a) the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or, (b) provide the County with an affidavit that the Contractor has all required business registration certificates on file in his records; or shall attest that no subcontractors were used.

\* For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with Ocean County.

\* A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or Subsection E. of Section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with Ocean County.

A copy of bidder's and named subcontractors' New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to the award of the contract.

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

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, 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 bidder 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.

### **Notice to State Comptroller of Award of Certain Contracts**

Pursuant to N.J.S.A. 52:15C-14(d), if the total consideration of the project exceeds \$2,500,000 dollars, relevant records of private vendors or other persons entering into contracts with the Owner are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **Statement of Ownership (N.J.S.A. 52:25-24.2)**

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.

### **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](http://www.elec.state.nj.us).

### **Changed Conditions Clauses of N.J.S.A. 40A:11-16.7**

1. All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.3 17 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

**SECTION A** - A contract subject to this section shall include the following differing site conditions provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions", mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract

**SECTION B** - A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar

days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

**SECTION C** - A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting, and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change, which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time

by which the contractor completes the work in relation to the contractually required completion date, or both.

**SECTION D** - A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead, and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”

### **Certification of Non-Debarment**

Pursuant to N.J.S.A. 52:32-44.1 (P.L. 2019, c.406), any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work, a local unit must obtain written certification from the contracting person or entity through the Certification of Non-Debarment for Federal Government Contracts form included in this document, attesting to their non-debarment from contracting with federal government agencies.

**Supplemental Specifications**

Contractor to note that Supplemental Specifications and Special Provisions are used and are part of these Contract Documents.

**Contact**

For further information regarding the specifications, contact the Ocean County Engineering Department at 732-929-2130.

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

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

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

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

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

Follow the instructions to submit the electronic proposal.

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

## ***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](http://www.state.nj.us/treasury/contract_compliance))

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

## ***AMERICANS WITH DISABILITIES ACT***

### **Equal Opportunity For Individuals With Disabilities**

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

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

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

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

## ***SCOPE OF WORK***

### **Scope of Work**

See Attachments, Project Documents for Scope information.

# ***VENDOR QUESTIONNAIRE***

## **Confirmation of Understanding and Examination of Solicitation\***

The undersigned hereby declares that the Bidder has carefully examined the Advertisement or Notice to Bidders, Standard Specifications, Baseline Document Changes, Supplementary Specifications, Plans and Forms for Proposals, Contract, Performance Bond and Payment Bond, for the Construction of Barnegat Branch Trail Maintenance Contract 2022, Barnegat and Ocean Townships in said County and State; that the Bidder has carefully examined the site of the proposed Project as provided in Section 102 of the Standard Specifications; and that, if awarded the work, the Bidder will enter into contract to carry out and complete said Project as delineated and as specified, at the price per unit of measure for each scheduled item of work as shown in the following Schedule of Quantities and Prices.

It is understood that the total price stated by the undersigned in the said "Schedule of Quantities and Prices" is based on the estimated quantities and will control in the award of the contract. It is further understood that the quantities in this Schedule for the various items are estimates only and may be increased or decreased as provided in the Specifications. It is further understood that the Project may be curtailed and a contract awarded for only a part of the work in the event the lowest bid offered should exceed the amount of funds available for the Project.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

☐ Please confirm

\*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

**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.**

The County has an account with an online Bid Security program called Surety2000. This is a fee-based program that bidders can use to obtain an electronically issued, verified and legal bid bond which can be used for bidding purposes. *No bid bond can be created by the bonding agent on the*

site without the Surety being fully aware of that bond. Only agents appointed directly by the Surety can issue bid bonds on the site.

If your company chooses to use Surety2000 to obtain the bid bond, please access Surety2000 at [www.surety2000.com](http://www.surety2000.com). Complete the necessary steps to log in to the site and obtain the bid bond.

**Bond Identifier:** 00-901-0103

***USE THIS CODE WHEN ACCESSING SURETY2000***

Once an official bid bond is issued, use the space below to input your company's E-Bond Serial Number.

*This number will then be used at the bid opening to verify your company's bid bond.*

**If you are not using this method for Bid Security submission please write "N/A" in the field provided.**

Please note that the County is not responsible for late submissions and no consideration will be made for bid security received after the date and time stipulated in the Notice to Bidders **even if you have electronically submitted your bid on time.**

**If the original bid security is not able to be verified by the date and time stipulated in the Notice to Bidders, your submission will be rejected.**

\*Response required

**Confirmation of Understanding of Bid Security\***

Accompanying this Proposal is a guarantee payable to County of Ocean for 10% of the total bid, not to exceed \$20,000, which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if contract is awarded to the undersigned and the undersigned shall fail to execute the contract or shall fail to furnish the Performance Bond and Payment Bond required, within the stipulated time, otherwise said check will be returned to the undersigned.

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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 contracting officer setting forth the 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 or sex.

The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places to employees and applicants for employment.

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

**By Confirming, Bidder understands that Bid Security in the amount of 10% of the total bid not to exceed \$20,000 must be received by the date and time stipulated in the Notice to Bidders and that failure to supply the Bid Security is automatic cause for rejection of the bid.**

☐ Please confirm

\*Response required

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

A Valid BRC is required Prior to Award of Contract. Please upload your company's BRC.

Use this link to verify your company's BRC:  
[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

NOTE: a BRC is not required at the time of bid submission, only prior to award of the contract.

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

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

### **Requested Documents Pertaining to Affirmative Action**

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

(a) An existing federally approved or sanctioned affirmative action program.

(b) A New Jersey Certificate of Employee Information Report Approval.

**(c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

**If yes, please upload a photocopy of such approval.**

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

**If yes, please upload a photocopy of such certificate.**

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

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

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

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity?](#)

☐ Yes

☐ No

\*Response required

### **Americans with Disabilities Act Provisions\***

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

☐ Yes

☐ No

\*Response required

### **Federal ID Information\***

The County must comply with the requirements of the Internal Revenue Service regarding 1099 information.

Please fill out the Federal ID Information requested on the attached DocuSign form.

**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

### **1023 Form for Non-Profit Organizations/Agencies ONLY**

As mentioned in the Federal ID Information Form, **if your company is a Non-Profit Organization or Agency**, the County requires a copy of your 1023 form.

Please use this area to upload a copy of your company's 1023 form.

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

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

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

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



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

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

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

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

\*Response required

### **Certification of Non-Debarment for Public Works Contracts\***

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency.

The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership.

Please complete the Certification of Non-Debarment form by clicking on the link.

**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

### **List of Designated Subcontractors\***

Please fill out the attached DocuSign form in its entirety. Failure to complete this form is cause for rejection of your bid.

**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\***

Please access the Plan and Equipment Questionnaire available through DocuSign. Fill out the form in its entirety and submit with your proposal. Failure to complete this document may be cause for rejection of your bid.

**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

### **References**

Bidder shall include with proposal no more than three (3) references from public entities for which bidder has performed work. Bidder shall provide a description of the completed work associated with each reference. References shall identify the name of the public entity and include the name and title of the person at the public entity, including their phone number.

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

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

### **Additional Vendor Documentation**

Please use this section to upload any additional documentation you wish to be considered as part of your bid.

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

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

### **Bid Documents\***

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

**Submission of Bid Forms\***

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

**Schedule of Quantities and Pricing\***

For Lump Sum and Dollar items, the Bidder shall insert the total cost in the box provided under the column designated as "Unit Cost".

☐ Please confirm

\*Response required

## ***SCHEDULE OF QUANTITIES AND PRICING***

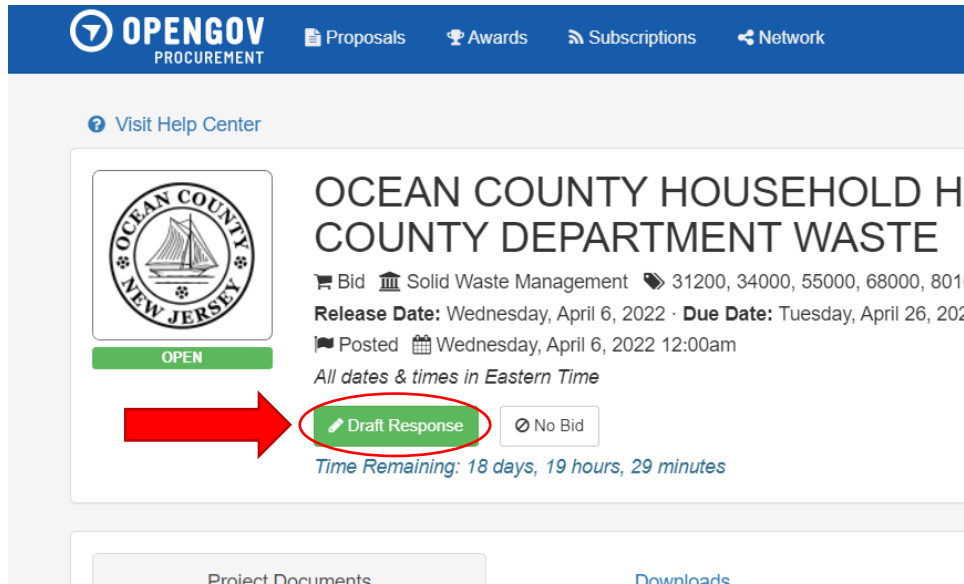
### **CONSTRUCTION OF BARNEGAT BRANCH TRAIL MAINTENANCE CONTRACT 2022, BARNEGAT AND OCEAN TOWNSHIPS**

<b>Line Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Total</b>
1	PERFORMANCE BOND AND PAYMENT BOND	1	DOLLAR		
2	MOBILIZATION	1	LUMP SUM		
3	CONSTRUCTION LAYOUT	1	DOLLAR		
4	BREAKAWAY BARRICADE	114	UNIT		
5	DRUM	175	UNIT		
6	TRAFFIC CONE	30	UNIT		
7	CONSTRUCTION SIGNS	811	S.F.		
8	FLASHING ARROW BOARD, 4' X 8'	4	UNIT		
9	PORTABLE VARIABLE MESSAGE SIGN	4	UNIT		
10	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	1	UNIT		
11	TRAFFIC DIRECTOR, FLAGGER	80	HOURL		
12	CLEARING SITE	1	LUMP SUM		
13	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	10	S.Y.		
14	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	390	S.Y.		
15	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	100	TON		
16	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	53	TON		
17	18" HIGH DENSITY POLYETHYLENE PIPE	32	L.F.		
18	PIPE BEDDING, CLASS C	15	CY		
19	18" HIGH DENSITY POLYETHYLENE END SECTION	2	UNIT		

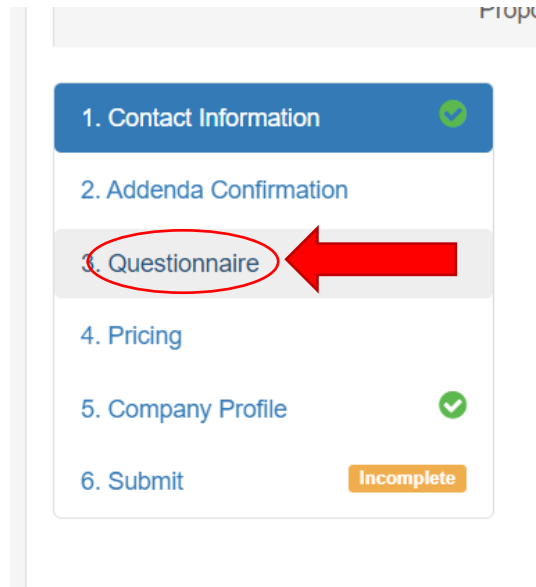
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	RIPRAP APRON	35	S.Y.		
21	SPLIT RAIL FENCE	265	L.F.		
22	CONCRETE SIDEWALK, 4" THICK	15	S.Y.		
23	DETECTABLE WARNING SURFACE	5	S.Y.		
24	9" X 18" CONCRETE VERTICAL CURB	50	L.F.		
25	TRAFFIC STRIPES, 4"	100	L.F.		
26	TRAFFIC MARKINGS, LINES, LONG LIFE, THERMOPLASTIC, 24"	135	L.F.		
27	TRAFFIC MARKINGS, SYMBOLS, LONG LIFE, THERMOPLASTIC	60	S.F.		
28	TIMBER BOLLARD	8	UNIT		
29	STEEL BOLLARD WITH LOCK	5	UNIT		
30	TOPSOIL SPREADING, 5" THICK	1,050	S.Y.		
31	FERTILIZING AND SEEDING, TYPE A-3	1,050	S.Y.		
32	STRAW MULCHING	1,050	S.Y.		
33	STONE DUST SURFACE COURSE, 2" THICK	7,765	S.Y.		
34	EXCAVATION, UNCLASSIFIED	165	C.Y.		
35	I-14 SOIL AGGREGATE	100	C.Y.		
<b>TOTAL</b>					

## Instructions for Completing Forms in DocuSign

**Step 1:** When you are ready to respond to the solicitation and begin completing the necessary forms, click the Green “Draft Response” button.



**Step 2:** On the left-hand side of the navigation bar, click “Questionnaire”.



## Instructions for Completing Forms in DocuSign (Cont'd)

**Step 3:** Navigate to the question of the questionnaire that requires DocuSign. Click the “Complete via DocuSign” button. It will change to **green** when you hover over it.

### 2. 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)**
- Disclosure of Investment Activities in Iran

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

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

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

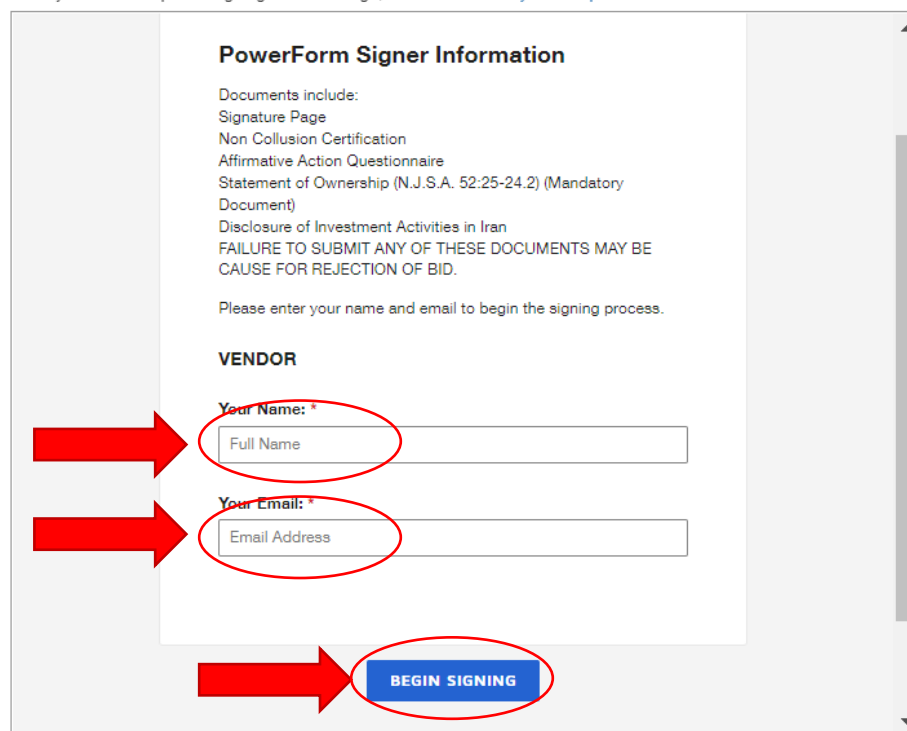
**You must access DocuSign, input your name and email and agree to the terms in order to access the forms.**

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu will give you the ability to download or print the forms.

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

 Complete via DocuSign or [Manually upload document](#)

**Step 4:** The DocuSign window will then open within the question. Enter your name and the email address you used to log into OpenGov to begin completing this solicitation.



**PowerForm Signer Information**

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

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

Please enter your name and email to begin the signing process.

**VENDOR**

**Your Name: \***

Full Name

**Your Email: \***

Email Address

**BEGIN SIGNING**

## Instructions for Completing Forms in DocuSign (Cont'd)

### Step 5: Click "Continue"

Once you have completed signing with DocuSign, [click here to load your completed document](#).



**Step 6:** Once the Mobile-Friendly button is off, your view should look like this:

A screenshot of the DocuSign 'SIGNATURE PAGE'. At the top, there is a blue bar with a menu icon on the left and a yellow 'NEXT' button on the right. Below the bar, there is a toggle switch for 'Mobile-Friendly' which is currently turned off. The main content area shows the document text, which includes a disclaimer and a certification statement. The document text is as follows:

DocuSign Envelope ID: 1DB0232F-1E90-4D12-A647-C0304BBC112A

**SIGNATURE PAGE**

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Cle Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection A Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or lo facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do bu with the County to be owned, operated or managed by any County employee, nor shall any County person employed by the vendor in conjunction with any work to be performed for or on behalf of the County of O

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

The undersigned is a  under the laws of the State of , having principal offices at



## Instructions for Completing Forms in DocuSign (Cont'd)

**Step 7: IMPORTANT!** You must satisfy **ALL FIELDS IN RED**. If you do not fill in all required fields, the form will not allow you to finish. Once you have filled in all the required fields, click “Finish”.

Once you have completed signing with DocuSign, click here to load your completed document.

Are you finished signing?


FINISH

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity and acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of agreement(s) with the County of Ocean and that the County at its option may deem this certification void and unenforceable. Required - Signature Applied

Name of Bidder: Ocean County

Full Name (Print): Jane Doe Signature: 

Title: Buyer Date: 4/7/2022 | 12:58:32 PM PDT

OLICITATION DOCUMENTS UPDATED 3-1-22.docx

FINISH

**Step 8:** You are now given the chance to download your signed document, print or close. Clicking “Download” or “Print” will download a copy of your signed document and you can then save it or print it. Once you have completed downloading or printing your document, OR you do not wish to download or print your document, click “Close”.

Once you have completed signing with DocuSign, click here to load your completed document.

Are you finished signing?


FINISH

Duration of Engagement \_\_\_\_\_

Bidder Contact Name \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity and acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of agreement(s) with the County of Ocean and that the County at its option may deem this certification void and unenforceable. Required - Signature Applied

Name of Bidder: Ocean County

Full Name (Print): Jane Doe Signature: 

Title: Buyer Date: 4/7/2022 | 12:58:32 PM PDT

OLICITATION DOCUMENTS UPDATED 3-1-22.docx

FINISH

Save a Copy of Your Document



Your document has been signed

If you would like a copy for your records, select Download or Print and save.

DOWNLOAD PRINT CLOSE

FINISH

## Instructions for Completing Forms in DocuSign (Cont'd)

**Step 9: IMPORTANT!** You will see that your document is now complete. In order to get your document to populate into OpenGov, you **MUST** click the link above the DocuSign window that says “click here to load your completed document”. If you do not click this button and you navigate away from this page, your progress **WILL NOT SAVE.**

### 2. 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)
- Disclosure of Investment Activities in Iran

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

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

**NOTE:** In order to access the forms available in this question, you must click on the green “Draft Response” button in the top left. Once you click the “Draft Response” button, the ability to access DocuSign to view the forms becomes available.

You must access DocuSign, input your name and email and agree to the terms in order to access the forms.

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu will give you the ability to download or print the forms.

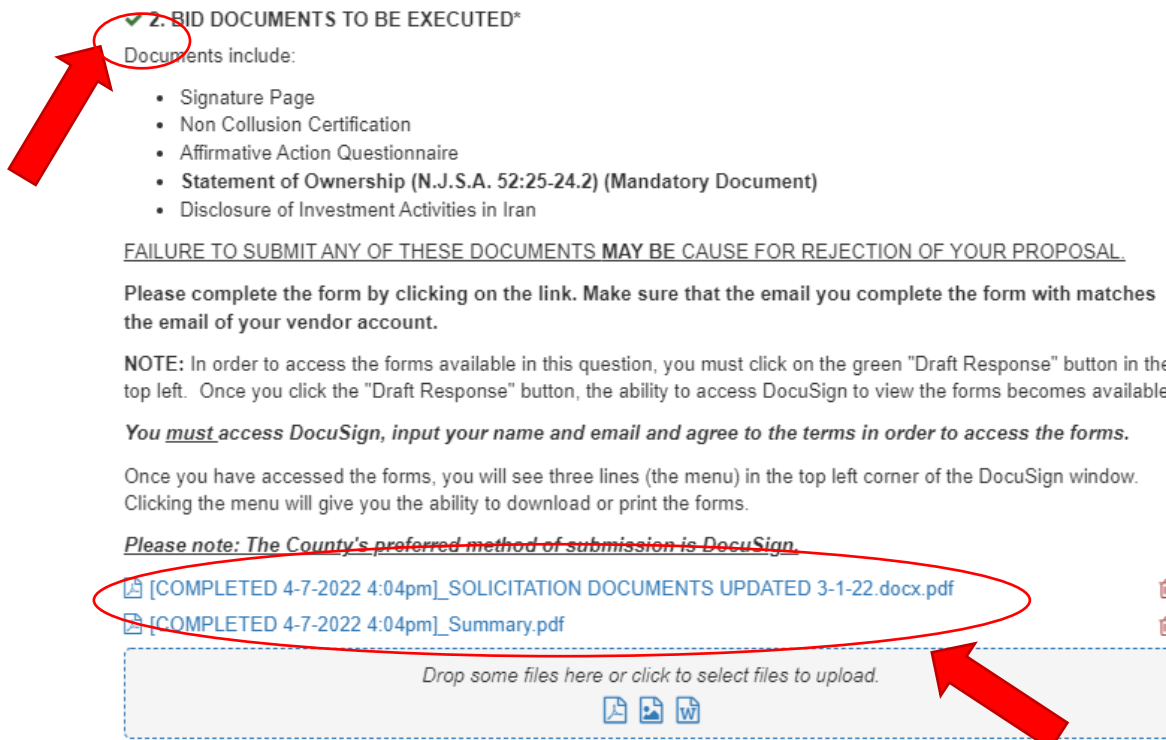
Please note: The County's preferred method of submission is DocuSign.

Complete using DocuSign [Check on status](#) [Cancel](#)

Once you have completed signing with DocuSign, [click here to load your completed document.](#)



**Step 10:** Once you have clicked that button, you should see your document has now been loaded into the question as well as a summary of the actions from DocuSign. You will also see a green check mark next to the Question #



**Step 11:** Repeat these steps as necessary for any questions requiring DocuSign forms.