



*John P. Kelly, Director
Frank Sadeghi, Deputy Director
Robert S. Arace, Commissioner
Jennifer Bacchione, Commissioner
Virginia E. Haines, Commissioner*

Jennifer L. Bowens, Purchasing Agent

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

***REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING SERVICES FOR FINAL DESIGN,
CHADWICK BEACH ISLAND BRIDGE, TOMS RIVER TOWNSHIP***

***ADVERTISEMENT DATE: June 5, 2025
OPENING: July 10, 2025, 4:00 pm***

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting proposals for the services of a firm to provide services for **Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township.**

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, July 10, 2025.**

Technical Proposals 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.

The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

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

Signed:

JOHN P. KELLY, Director

JENNIFER L. BOWENS, Purchasing Agent

Introduction to Proposers

Summary

The Ocean County Board of Commissioners is requesting proposals for the services of a firm to provide services for Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township.

Contact Information

For further information regarding these specifications, contact

Jennifer Bowens

Purchasing Agent

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2101](tel:(732)929-2101)

Department:

Engineering

Timeline

Advertising Date	June 5, 2025
Question Submission Deadline	June 26, 2025, 12:00pm
RFP Receipt Date	July 10, 2025, 4:00pm Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Instructions to Proposers

INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing **Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township** for the duration of the project.

The successful vendor(s) must have a minimum of ten years experience in providing Professional Engineering Services.

METHOD OF SUBMISSION

Technical Proposal

The County of Ocean is accepting **only** electronic proposals for the **technical proposal submission** of this RFP. Submitting your technical proposal manually is cause for rejection.

DO NOT submit a hard copy of your electronic submission with the cost proposal/fee schedule.

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

Cost Proposal/Fee Schedule

Cost Proposals/Fee Schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

Ocean County Purchasing Department

Administration Building

101 Hooper Avenue

Toms River, New Jersey 08753

The Cost Proposals/Fee Schedules shall be mailed or hand delivered and must be received prior to 4:00 PM, prevailing time on **July 10, 2025**. **Do not submit a copy of the cost proposals/fee schedules or man-hour estimates with the technical proposal submission.** Failure to submit the cost proposals/fee schedules in the method clearly stated in this RFP will be cause for rejection.

All cost proposals/fee schedules must be enclosed in a **sealed package containing three (3) copies of the Fee Schedule of Direct Salary Hourly Rates**, identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes.

Important Instructions for Electronic Submittal

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

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

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

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

Follow the instructions to submit the electronic bid.

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

Mandatory Equal Employment Opportunity

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

Americans with Disabilities Act

Equal Opportunity For Individuals With Disabilities

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

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

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

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

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Responsiveness to the Request for Proposal Responsiveness to the Request for Proposal includes:</p> <p>1) Demonstrating thorough understanding of <u>all</u> project requirements (5)</p> <p>2) Technical quality and completeness of the proposal (5)</p> <p>3) Sensitivity to public concerns and interest (5)</p>	Points Based	<p style="text-align: center;">15 <i>(15% of Total)</i></p>
2.	<p>Experience and Knowledge of the Firm and Team Members Experience and Knowledge of the Firm and Team Members includes:</p> <p>1) Details of similar recent projects (10)</p> <p>2) Project team organization (10)</p> <p>3) Knowledge of Ocean County, FHWA, NJDOT, NJTPA and other applicable Public Agency requirements (10)</p> <p>4) Qualifications of the designated Project Manager and Team (15)</p> <p>5) Experience of the designated Project Manager and Team (15)</p> <p>6) Reference recommendations of the designated Project Manager and Team (5)</p>	Points Based	<p style="text-align: center;">65 <i>(65% of Total)</i></p>

<p>3.</p>	<p>Viability of Approach to the Project Viability of Approach to the Project includes:</p> <p>1) Detailed approach to tasks presented in the scope of work (10)</p> <p>2) Project tasks detailed within schedule (10)</p> <p><u>Ranking:</u></p> <p>All proposals will be reviewed for completeness and qualifications.</p> <p>All complete and qualified proposals will be ranked in accordance with the evaluation criteria by a Consultant Selection Committee comprised of two representatives from Ocean County and a representative from the North Jersey Transportation Planning Authority. The New Jersey Department of Transportation may participate based on availability.</p> <p>The top technically ranked proposal, in accordance with Federal Brooks Act, will be presented to the Consultant Selection Review Committee. Final selection will not be made upon consideration of the Cost Proposal. The contract will be awarded after successful negotiations with the selected proposer. The fee schedule outlined in the selected proposer's Cost Proposal Sheet submitted as part of his RFP, shall be the basis for this Contract, unless otherwise modified by the County.</p> <p>-</p> <p>The County will evaluate the consultant's design performance when the contract is complete. The three (3) categories to be evaluated are as follows: schedule (30%), quality (40%), and project management (30%). A numerical score will be applied to each category using the following rating scale: Outstanding-5, Above Satisfactory-4, Satisfactory-3, Below Satisfactory-2, Unacceptable-1. This evaluation will serve as an indication of the firm's capability to perform future projects.</p> <p>** 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.</p>	<p>Points Based</p>	<p>20 (20% of Total)</p>
-----------	---	---------------------	-------------------------------

Scope of Work

SCOPE OF WORK

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFP document and Scope of Work.

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

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.

[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 and address where the contract documents should be mailed.

*Response required

Certificate of Employee Information Report

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

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

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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 New Jersey Business Registration Certificate

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

Use the following link to check the status of your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

NOTE: a BRC is not required at the time of 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)

Mandatory Equal Employment Opportunity Statement*

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

Yes

No

*Response required

Americans with Disabilities Act Provisions*

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

Yes

No

*Response required

TECHNICAL PROPOSAL *

Please upload your technical proposal for Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township.

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

REFERENCES

Please upload your references for Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township.

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

NJDOT APPROVED OVERHEAD RATES

Please upload your NJDOT approved overhead rates.

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

CERTIFICATE OF INSURANCE

Please upload your Certificate of Insurance for Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township.

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

COST PROPOSAL

Cost Proposals/Fee Schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

-

Ocean County Purchasing Department

Administration Building

101 Hooper Avenue

Toms River, New Jersey 08753

The Cost Proposals/Fee Schedules shall be mailed or hand delivered and must be received prior to 4:00 PM, prevailing time on **July 10, 2025**. **Do not submit a copy of the cost proposals/fee schedules or man-hour estimates with the technical proposal submission.** Failure to submit the cost proposals/fee schedules in the method clearly stated in this RFP will be cause for rejection.

All cost proposals/fee schedules must be enclosed in a **sealed package containing three (3) copies of the Fee Schedule of Direct Salary Hourly Rates**, identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes.

- [RFP- Prof. Eng. Svsc- Chadw...](#)

ADDITIONAL VENDOR DOCUMENTATION

Please use this area to include additional paperwork you wish to be considered as part of this RFP.

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

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

PROPOSAL SUBMISSION ACKNOWLEDGMENT*

The County of Ocean is accepting only electronic proposals for this RFP. Submitting your proposal manually is cause for rejection. You may only submit one (1) proposal. **DO NOT** submit a hard copy of your proposal. Please confirm that you understand that the method of submission is electronic **ONLY** and that submitting a proposal manually is automatic cause for rejection.

Please confirm

*Response required

SUBMISSION OF PROPOSAL FORMS*

Proposers shall complete all documents and acknowledge all terms included with this package. 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. Failure to follow these instructions is cause for rejection.

Please confirm

*Response required

John P. Kelly, Director
Frank Sadeghi, Deputy Director
Robert S. Arace, Commissioner
Jennifer Bacchione, Commissioner
Virginia E. Haines, Commissioner

Jennifer L. Bowens, Purchasing Agent

**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

REQUEST

FOR

PROPOSAL

FOR

**PROFESSIONAL ENGINEERING SERVICES FOR
FINAL DESIGN, CHADWICK BEACH ISLAND BRIDGE,
TOMS RIVER TOWNSHIP**

Advertising date: **June 5, 2025, June 12, 2025 and June 19, 2025**
All proposals must be received prior to **4:00pm**, prevailing time on **July 10, 2025**.

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting qualifications for vendors to provide **Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township**. The Request for Proposal (RFP) is available on the Ocean County Procurement Portal Website: <https://procurement.opengov.com/portal/oceancounty/> or by contacting the Ocean County Purchasing Department at 732-929-2101.

All proposals must be received prior to **4:00pm**, prevailing time on **July 10, 2025**. The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated in this notice.

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm>
for additional guidance and requirements.

This project involves Federal funding participation. The County will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award.

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

Signed: **JOHN P. KELLY**
Director

JENNIFER BOWENS
County Purchasing Agent

TABLE OF CONTENTS:

- I. INTRODUCTION
- II. METHOD OF SUBMISSION
- III. PROJECT DESCRIPTION
- IV. SCOPE OF WORK
- V. EVALUATION CRITERIA
- VI. BASIS FOR PROPOSAL
- VII. COST PROPOSAL AND COST PROPOSAL SHEET
- VIII. PROPOSAL SUBMISSION REQUIREMENTS
- IX. AWARD
- X. INDEMNITY CLAUSE
- XI. INSURANCE REQUIREMENTS
- XII. ADDITIONAL INFORMATION
- XIII. PAY TO PLAY REQUIREMENTS
- XIV. CERTIFICATION OF DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- XV. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
- XVI. TRANSITIONAL PERIOD
- XVII. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
- XVIII. COMPLETION OF DOCUMENTS

I. INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing **Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township** for the duration of the project.

The successful vendor(s) must have a minimum of ten years experience in providing Professional Engineering Services.

II. METHOD OF SUBMISSION

Technical Proposal

The County of Ocean is accepting **only electronic proposals** for the **technical proposal submission** of this RFP. Submitting your technical proposal manually is cause for rejection.

DO NOT submit a hard copy of your electronic submission with the cost proposal/fee schedule.

Cost Proposal/Fee Schedule

Cost Proposals/Fee Schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

Ocean County Purchasing Department
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08753

The Cost Proposals/Fee Schedules shall be mailed or hand delivered and must be received prior to 4:00 PM, prevailing time on **July 10, 2025**. **Do not submit a copy of the cost proposals/fee schedules or man-hour estimates with the technical proposal submission.** Failure to submit the cost proposals/fee schedules in the method clearly stated in this RFP will be cause for rejection.

All cost proposals/fee schedules must be enclosed in a **sealed package containing three (3) copies of the Fee Schedule of Direct Salary Hourly Rates**, identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes.

III. PROJECT DESCRIPTION

The County of Ocean, through the federally funded Local Capital Project Delivery (LCPD) Program administered by the North Jersey Transportation Planning Authority (NJTPA), has, in close cooperation with the New Jersey Department of Transportation (NJDOT), undertaken a study to determine appropriate improvements to the Chadwick Beach Island Bridge in Toms River Township. The Local Concept Development (LCD) and Preliminary Engineering (PE) phases of the LCPD Program have been completed and the project has been approved to advance to the Final Design (FD) phase. Ocean County, in cooperation with the NJTPA and NJDOT, is requesting the services of a consulting engineering firm to provide final design engineering services. It is the intent of the Ocean County Engineering Department (OCED) to have the selected consultant prepare and deliver a complete Final Design Submission, including all effort required to produce same.



Project Location Map

Purpose and Need:

The purpose of the Chadwick Beach Island Bridge Project is to restore the structural, geometric, and operational integrity of the bridge in compliance with current design standards and to provide a safe, efficient, and reliable crossing for all modes of transportation.

The bridge serves as the only access for residents of over 300 homes on Chadwick Beach Island. The bridge was originally built in the 1950s. The superstructure was replaced in 1985 with a new timber deck, pile caps, and railings. The timber piles have moderate decay and section loss requiring installation of structural jackets around the piles at several piers. The rotting timber bulkheads were recently replaced. As reported in the Bridge Re-Evaluation Survey Report, Cycle No. 12 the bridge is in fair condition due to wide checks and splits with deep penetrations, heavy splintering, and moderate section loss through the piles at the pier bents. The pier bent pile caps have fine to medium checks throughout and the timber bulkheads and load bearing piles are deteriorating. The bridge deck has moderate to heavy weathering, medium checking and several planks with splintered edges throughout, as well as a few isolated planks with severe rot and advanced section loss that are visibly and audibly moving under liver load. The bridge's travel lanes and sidewalks are too narrow and do not meet current standards. The bridge railing also does not meet acceptable standards.

Due to the marine environment, further deterioration of the structure's condition is likely, requiring on-going maintenance. Since this bridge provides the only access to the island's residents, preserving the structural integrity of the bridge is critical to the community. The bridge is nearing the end of its service life.

Description of Preliminary Preferred Alternative:

The LCD Study resulted in an approved Preliminary Preferred Alternative (PPA) that proposed complete replacement of the existing bridge with a five-span structure using prefabricated steel stringers and concrete deck modular superstructure units supported by reinforced concrete pier caps on drilled shaft-column piers and integral or semi-integral abutments. To limit the duration of traffic impacts, the PPA further proposed that the substructure be constructed underneath the existing superstructure while all traffic is maintained across the existing bridge.

During LPE, constructability reviews of the original PPA determined that the substructure construction method would be difficult, reduce the number of qualified contractors, which would increase risk and cost. The PPA was refined to use conventional staged construction, requiring construction over two non-summer construction seasons. Alternating traffic controlled by a temporary signal system will be used during the active construction seasons. The updated PPA is a 3-span steel girder superstructure with a conventional cast-in-place concrete deck and PPC overlay. The superstructure will be supported by reinforced concrete stub abutments with vinyl or steel sheeting bulkheads and reinforced concrete pier caps. The abutments and pier caps will be supported by deep foundations of either a single row of piles or drilled shafts.

Project Goals and Objectives:

In addressing the Purpose and Need, design of the project will also consider additional goals and objectives obtained via stakeholder and public outreach. While the project may not be able to fully satisfy all these additional goals and objectives, as many as possible should be addressed. The identified goals and objectives are as follows:

- Maintain island access to the greatest extent practical and minimize impacts to residents by optimizing the construction duration.
- Avoid or minimize impacts to vehicular and marine traffic, pedestrians and bicyclists during construction.
- Strive to provide vertical underclearance to allow fireboat access beneath the bridge.
- Avoid or minimize social, economic and environmental impacts.
- Enhance bicycle and pedestrian compatibility in this recreational community.
- Consider the context of the project area and identify aesthetic enhancements.

IV. SCOPE OF WORK

The scope of work (SOW) outlined below contains the required elements to successfully complete the Final Design phase of the LCPD Program, and to be eligible to receive federal funding for, right-of-way acquisition and construction. The consultant is reminded to thoroughly review the LCD and LPE reports including the PPA and the NJDOT FD Scope Statement and any other available information at the Ocean County Engineer's office, as well as to determine the adequacy of the said information to be utilized for this project. Any additional work deemed necessary for the consultant to verify and/or supplement the existing report(s) and plans beyond those described in the SOW contained herein must be identified, justified and the scope of additional work clearly detailed in the proposal.

Current Emerging Small Business Enterprise (ESBE) goal is 10.00%.

All deliverables must be submitted first in draft form, and then revised based on comments received. Following revisions, six (6) copies of final documents shall be submitted. All final project deliverables shall be submitted in electronic format, including editable format.

The consultant will be responsible for establishing contacts and coordinating the design with all owners/agencies whose facilities or operations have an impact upon or will be impacted by, or are adjacent to the project, in order to obtain their consent, requirements or concerns. The design of the project shall conform to the previous phase's LCD and LPE PPA and as approved by the FHWA/NJDOT. The scope of work shall include, but not be limited to, the items listed below. These activities are considered to be a starting point for the consultant to configure their proposals and the consultant is encouraged to develop their proposal in a manner most appropriate to effectively accomplish the stated goals of the project and produce quality deliverables.

The project's baseline budget and schedule, including the Right-of-Way Acquisition and Construction Phases, will be prepared and the funding needed to initiate these phases secured in the Transportation Improvement Program (TIP).

The tasks conducted will be based on the PPA and will consist of, among other things:

- Review LCD and PE report including PPA and NJDOT FD Scope Statement
- Completion of R.O.W. and Easement Acquisitions
- Completion of Engineering for Utility Accommodations/Relocations
- Completion of Supplemental Surveys, as required, to produce final construction contract documents
- Completion of Structure Plans and Documents
- Completion of Horizontal and Vertical Geometry and Roadway Plans
- Completion of Access Design for Residential and/or Commercial driveways affected by the project
- Secure all environmental permits and licenses as required for the project
- Completion of Environmental Plans
- Completion of Drainage Design
- Completion of Design Communication Report
- Completion of Traffic Staging Plans
- Complete Project Specifications
- Complete Construction Estimate
- Complete Construction Schedule

Task 1 – FD Project Management

This task includes budgeting, scheduling, reporting, meeting, coordination and reviews. The consultant shall develop and submit in the proposal a quality assurance and quality control plan which is to be used to achieve and sustain a high standard of performance by consultant personnel.

The consultant will provide a detailed design schedule which indicates time frames required for the work tasks. Please note that all tasks as outlined and all deliverables shall be finalized, completed, and submitted to the County within eighteen (18) months of Notice-To-Proceed. The consultant will prepare and submit a monthly progress report and progress schedule indicating the percent of work complete/ funds expended that corresponds to the monthly invoice. The

progress reports shall include all active and completed tasks and shall indicate the percentage of total work completed (total and by task), work and submittals completed in the last month, work to be performed in the next billing period, meetings, actions/decisions required by the County, and the status of the schedule and budget. The consultant will identify and justify any schedule slippages.

The following are to be included with each invoice: a detailed cost control report by Task with Totals, (to include % of Total Budget, % Complete, % of Total Project Complete, % Billed This Period & Total % Billed); a brief narrative of the work performed; detailed payroll backup (timesheets).

The project manager for the consultant team should be available to discuss project status on a bi-weekly basis (either in person or via conference call, as necessary) to ensure the project remains on track and within the budget. A minimum of six (6) technical meetings are anticipated in addition to the bi-weekly status meetings for the project to discuss project milestones. These meetings will include all key personnel as required from the consultant team, OCE, NJDOT, NJTPA, NJDEP, etc...

The Design Communication Report (DCR) is to be maintained throughout the project in accordance with NJDOT guidelines. The intent of this document is to provide a record of all pertinent communications (also referred to as interactive communications on NJDOT's website), decisions, agreements and approvals that will occur between the designers, Interagency Review Committee (IRC), and various stakeholders. The consultant will maintain the DCR throughout the FD phase.

The consultant will also prepare and include the FD Quality Certification in the Final Design Submission.

Federally funded projects are required to follow the federal process. It will be the responsibility of the consultant to be current on all federally required reporting procedures and forms.

Task 1 Deliverables:

- Monthly Invoices, including Cost Control & Progress Reports
- Meeting Minutes
- Submit the DCR at the conclusion of the FD Phase
- Submit the FD Quality Certification at the conclusion of the FD Phase

Task 2 – Roadway Engineering

Final Horizontal/Vertical Geometry

This task includes the completion of the horizontal and vertical geometry calculations, bridge and retaining wall geometrics, layout contours, roadway widths, and slopes & ROW Impacts.

Final Design Supplemental Survey

Task includes the undertaking of any additional survey needed to support the final design development.

Final Drainage Design Report

If applicable, the consultant shall prepare the report which sets the scope of the project's drainage design for environmental clearances and final plan development.

Final Drainage Plans

These plans present the completed design for the project's drainage features, such as stormwater inlets and piping, stormwater basins and outfall structures. All applicable construction items and quantities shall be referenced.

Final Roadway Plans

These plans include the completion of the project's final roadway design. Key features presented include: proposed horizontal and vertical geometry, grading details, and existing and proposed roadway cross sections. All applicable construction items and quantities shall be referenced.

Traffic Control and Staging Plans

These plans detail the protection and maintenance of traffic during construction including all aspects and details of any temporary traffic signals as needed. All applicable construction items and quantities shall be referenced.

Final Traffic Signing and Striping Plans

These plans include the completion of the project's final signing and striping with key design features including: proposed traffic sign types and locations, and proposed striping. All applicable construction items and quantities shall be referenced.

Task 2 Deliverables:

- Final Drainage Design Report
- Final Drainage Plans
- Final Roadway Plans
- Traffic Control and Staging Plans
- Final Traffic Signing and Striping Plans

Task 3 – Structural Engineering

Final Structure Appraisal and Design Report

The consultant shall prepare this report which documents the final recommendations for the footprint of the bridge and details the project's structural design approach. Bridge GP&E plans shall be prepared, and the report shall identify ROW needs and environmental impacts.

Final Geotechnical Foundation Engineering Report

Utilizing the LPE phase preliminary report's soil borings and recommendations, the consultant further develops and finalizes the project's structural foundations for the bridge and the retaining walls. The report includes analysis of items such as soil bearing capacity, drilled shaft diameters

and depths, pile types and bearing capacities, estimated pile tip elevations, required pile embedment, foundation settlement and stability. The report should also analyze roadway embankment stability and adequacy for the permanent as well as the temporary roadway.

Final Structures Plans

The consultant prepares the final structures plans which document the final recommendations on the project's structural design. The final plans shall include:

- General Plan and Elevation
- All notes stipulating pertinent design references and corresponding values (concrete classes, reinforcement grades, steel grades, pile tip elevations, pile resistance values, soil bearing parameters, etc...)
- Plans, sections and details for excavation supports, cofferdams, footings, abutments, superstructure components and retaining walls
- Deck pouring sequence (if applicable)
- Reinforcement Bar schedule
- Guide rail attachments, transitions, and end terminals
- Standard and special or modified details
- All applicable pay items and their quantities

Scour Analysis

Utilizing the LPE phase preliminary scour analysis, the consultant further develops and finalizes the complete scour analysis and design of the required scour countermeasures.

Task 3 Deliverables:

- Final Structure Appraisal and Design Report
- Final Geotechnical Foundation Engineering Report
- Final Structures Plans
- Final Scour Analysis

Task 4 – Right of Way & Access

Final Right of Way Cost Estimate

Utilizing the LPE phase developed estimate, the consultant shall further refine a final cost estimate based on the final ROW documents.

Final ROW Plans and Documents

Utilizing the LPE phase developed documents, the consultant shall further refine and finalize the preparation of the ROW documents which will include:

- Entire Track Map
- General Property Parcel Maps
- Individual Parcel Maps
- Parcel Descriptions

Riparian License Application

A Riparian License is needed from the NJDEP for the proposed roadway and bridge construction within tidal areas. The Consultant shall prepare the needed application to procure the license for the project.

Task 4 Deliverables:

- Final ROW estimate
- Final Entire Track Map
- Final General Property Parcel Maps
- Final Individual Parcel Maps
- Final Parcel Descriptions
- Procure Riparian License

Task 5- Utility Engineering

Utility Agreement Plans, Specs., & Estimates

The consultant will coordinate with affected utilities in conflict with the project to further develop and finalize utility relocation agreement plans, specifications, and estimate. The finalized relocation plans shall be made part of the final plan set.

Task 5 Deliverables:

- Utility Relocation Plans
- Utility Specifications
- Utility Relocation Estimate

Task 6 – Environmental Documents

Environmental Studies

The consultant shall perform additional environmental studies as will be needed for the required NJDEP permits and as stipulated in the CED report. These include SAV/shellfish surveys and Section 7 Consultation with US Fish and Wildlife.

Final Environmental Plans

The consultant shall prepare all final environmental plans, as needed, to be used in the acquisition of the required corresponding permits, licenses, and certifications.

Environmental Permits and Licenses

The consultant shall complete all required analyses, prepare the necessary applications, and procure all environmental permits, licenses, and certifications as needed for the construction of this project from the various agencies including NJDEP, USCG, USACOE, and Ocean County Soil Conservation District. Based on the CED the following permits are to be expected for this project:

1. USCG- Bridge Permit or Advanced Approval Clause
2. USACE Section 408/10/404- Nationwide Permit 15- US Coast Guard Approved Bridges
3. NJDEP- Section 401 Water Quality Certification
4. NJDEP- CAFRA Individual Permit
5. NJDEP Waterfront Development In-Water Individual Permit
6. NJDEP-Flood Hazard Permit-By-Rule
7. NJDEP Tidelands Instrument (Grant or License)
8. Ocean County Soil Conservation District- Soil Erosion and Sediment Control Certification

Task 6 Deliverables:

- Final Environmental Plans
- Environmental Studies
- All Approved Environmental permits, licenses, and certifications

Task 7 – Final Design Submission

The consultant will incorporate and address any and all changes/modifications from all the stakeholders as required for approval and submit the final design documents.

Project Plans

Consultant shall complete the package of plans included in the Final Design Submission that are produced during Roadway Engineering, Structural Engineering, Right of Way and Access, Utility Engineering, and Environmental Documents.

Project Specifications

The project's specifications include the project's Ocean County Special Provisions outlining where the project's specifications differ from and/or supplement to NJDOT's approved Standard Specifications.

Construction Cost Estimate

The consultant shall prepare a detailed construction cost estimate for use in comparing the bids eventually received from prospective contractors.

Construction Schedule

The consultant shall prepare a detailed construction schedule for use in identifying the project's substantial completion and final completion dates.

Task 7 Deliverables:

- Final Engineering Plans
- Final Project Specifications
- Final Construction Estimate

- Final Construction Schedule
- Designer Certification

Information available on the OpenGov site to assist in the preparation of the RFP:

1. Preliminary Engineering (PE) Report

Information available on the Ocean County Engineering website:

Website address: <http://www.co.ocean.nj.us/OC/Engineering/frmCADDStandards.aspx>

- OCED electronic drafting standards, seed files, Microstation resource files, and OCE details.
- OCED surveying standards and data collector files.
- OCED surveying feature coding. If uploading the County feature coding into your data collectors will result in the creation of an inaccurate drawing deliverable; the data collector file shall be manually modified to reflect OCED coding before submission of the required file
- OCED design practices associated with traffic signals, ADA ramps, crosswalks, etc.

V. EVALUATION CRITERIA

Proposal Evaluation: All Statements of Qualifications and Letters of Interest will be reviewed to determine if they are responsive. A committee, using the criteria set forth herein, will then evaluate responsive proposals.

15% Responsiveness to the Request for Proposal
65% Experience and Knowledge of the Firm and Team Members
20% Viability of Conceptual Approach to the Project

Responsiveness to the Request for Proposal includes:

- 1) Demonstrating thorough understanding of all project requirements (5)
- 2) Technical quality and completeness of the proposal (5)
- 3) Sensitivity to public concerns and interest (5)

Experience and Knowledge of the Firm and Team Members includes:

- 1) Details of similar recent projects (10)
- 2) Project team organization (10)
- 3) Knowledge of Ocean County, FHWA, NJDOT, NJTPA and other applicable Public Agency requirements (10)
- 4) Qualifications of the designated Project Manager and Team (15)
- 5) Experience of the designated Project Manager and Team (15)
- 6) Reference recommendations of the designated Project Manager and Team (5)

Viability of Approach to the Project includes:

- 1) Detailed approach to tasks presented in the scope of work (10)
- 2) Project tasks detailed within schedule (10)

Ranking:

All proposals will be reviewed for completeness and qualifications.

All complete and qualified proposals will be ranked in accordance with the evaluation criteria by a Consultant Selection Committee comprised of two representatives from Ocean County and a representative from the North Jersey Transportation Planning Authority. The New Jersey Department of Transportation may participate based on availability.

The top technically ranked proposal, in accordance with Federal Brooks Act, will be presented to the Consultant Selection Review Committee. Final selection will not be made upon consideration of the Cost Proposal. The contract will be awarded after successful negotiations with the selected proposer. The fee schedule outlined in the selected proposer's Cost Proposal Sheet submitted as part of his RFP, shall be the basis for this Contract, unless otherwise modified by the County.

The County will evaluate the consultant's design performance when the contract is complete. The three (3) categories to be evaluated are as follows: schedule (30%), quality (40%), and project management (30%). A numerical score will be applied to each category using the following rating scale: Outstanding-5, Above Satisfactory-4, Satisfactory-3, Below Satisfactory-2, Unacceptable-1. This evaluation will serve as an indication of the firm's capability to perform future projects.

**** 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.

VI. BASIS FOR PROPOSAL

Proposer's Experience and Qualifications

1. The proposer firm must provide an organizational chart specific to those personnel assigned to the project, as well as their qualifications. This shall include, but not be limited to, the resumes, names and phone numbers of assigned personnel, as well as descriptions of similar work and references.
2. The proposer firm must have a minimum of 10 years experience providing similar services to NJDOT, NJTPA or Counties in New Jersey and shall include in their proposal their specific experience in providing such services. The County reserves the right to disqualify proposer firms based on experience and/or references. Proposer firms must be prepared to present the County with suitable evidence of their financial standing upon request.
3. Disclosure of Proposal Contents: All proposals and other material submitted become property of the County and may be returned only at the County's option. Information contained in the proposals will not be disclosed during the evaluation process. Under New Jersey's "Right to Know" laws, public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and until after the Notice of Award is issued.

Conflict of Interest

1. Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest (e.g. themselves, spouse or child employed by the County of Ocean) and if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be performed by the vendor. The County's determination regarding any question of conflict of interest shall be final.
2. The County may exclude a proposer from submitting a proposal, or may reject a proposer's proposal, after making a written determination that the proposer received payment for assistance in drafting the RFP, or obtained substantial information regarding the RFP that was not available to the public.
3. Understanding the Project: Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and illustrates the methodology that will serve to accomplish the work. This should be limited to four (4) pages. Details of all the firm's services and unrelated projects should not be included in the proposal.
4. Discussions with Proposers: The County may elect to conduct discussions with responsible proposers who submit proposals determined to be eligible for award. The purpose of these discussions will be to clarify and assure proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the County may not disclose information derived from proposals submitted by competing proposers.
5. Response Format and Content: The RFP sections that should be submitted and clearly defined are:
 - Cover Page
 - Table of Contents
 - Introduction, Background Statement
 - Complete proposer information and a specific point of contact if questions should arise
 - Organizational Chart and Qualifications/Manpower Distribution
 - Staff Qualifications and Resumes
 - References

A statement acknowledging that the proposer shall comply with all conditions outlined. An Officer of the company empowered to bind the company must sign the proposal.

The Cost Proposal Sheet provided in the RFP must be completed. This is a Cost Plus Fixed Fee contract.

Failure to include these items may cause the proposal to be determined as non-responsive and the proposal may be rejected.

VII. COST PROPOSAL AND COST PROPOSAL SHEET

1. **Cost Proposal:** The cost proposal must include all direct and indirect costs associated with the performance of this project. Costs must include, but not be limited to, total number of hours of various professionals, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time associated with the project and profit. Complete all blank fields on the Cost Proposal Sheet.
2. **Exception/Alternate Proposals:** To be considered, proposers must follow the instructions outlined in this document. Any exceptions to the terms, conditions or other requirements in any part of the RFP must be clearly stated in the proposal. Otherwise, the County will consider that all proposals offered are in strict compliance with this RFP and the successful proposer will be responsible for compliance.
3. **Right to Negotiate:** After the County's completion of the evaluation process, including any discussion held with proposers during the evaluation process, the County may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely on the County. If the County elects to initiate contract negotiations, these negotiations cannot involve changes in the County's requirements or the proposal submitted, which would, by their nature, affect the basis of the source selection and competition previously conducted.
4. **Failure to Negotiate:** If the selected proposer fails to provide information required to begin negotiation in a timely manner, if the proposer fails to negotiate in good faith, if the County and proposer cannot mutually agree to an acceptable expenditure or if the proposer and the County, after a good faith effort, simply cannot come to terms, the County may terminate negotiations with the proposer initially selected and commence negotiation with the next highest ranked proposer.
5. **Intent:** The County intends to award a contract to the highest ranked proposer that the County can conclude successful negotiations of a fee proposal for this project.
6. The contract shall remain in effect for the duration of the project.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

1. All Technical responses to the Request for Proposal (“RFP”):

- a. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
- b. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

2. All Cost Proposal/Fee Schedule Submissions for the Request for Proposal (“RFP”):

- a. Must be submitted manually by mail or hand delivered and must be received prior to 4:00pm, prevailing time on the date on which they are to be received.

b. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

IX. AWARD

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

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

X. INDEMNITY CLAUSE

The proposer, 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.

XI. INSURANCE REQUIREMENTS

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker'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 shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.

4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability, if applicable, 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 Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested) and must state the County of Ocean is additional insured.

Professional Liability

1. Errors and Omissions Coverage - not less than \$1,000,000.

XII. ADDITIONAL INFORMATION

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

Payments will be made upon the approval of vouchers submitted by the successful proposer 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.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

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

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

XIII. PAY TO PLAY REQUIREMENTS

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey’s Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award.

XIV. CERTIFICATION OF 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.

XV. 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. Certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

XVI. TRANSITIONAL PERIOD (excluding Professional Contracts)

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 month, at the County's request.

XVII. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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 www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

XVIII. COMPLETION OF DOCUMENTS

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

Professional Engineering Services for Final Design, Chadwick Beach Island Bridge, Toms River Township

Evaluation Matrix

	WEIGHT (%)	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE	FIRM NAME SCORE
A. RESPONSIVENESS TO RFP (15%)							
1. UNDERSTANDING OF PROJECT	5	_____	_____	_____	_____	_____	_____
2. TECHNICAL QUALITY	5	_____	_____	_____	_____	_____	_____
3. SENSITIVITY TO PUBLIC CONCERNS	5	_____	_____	_____	_____	_____	_____
B. EXPERIENCE AND KNOWLEDGE OF FIRM AND TEAM (65%)							
1. DETAILS OF SIMILAR RECENT PROJECTS	10	_____	_____	_____	_____	_____	_____
2. PROJECT TEAM ORGANIZATION	10	_____	_____	_____	_____	_____	_____
3. KNOWLEDGE OF APPLICABLE PUBLIC AGENCY REQUIREMENTS	10	_____	_____	_____	_____	_____	_____
4. QUALIFICATIONS OF DESIGNATED KEY PERSONNEL	15	_____	_____	_____	_____	_____	_____
5. EXPERIENCE OF KEY PERSONNEL	15	_____	_____	_____	_____	_____	_____
6. REFERENCES OF KEY PERSONNEL	5	_____	_____	_____	_____	_____	_____
C. VIABILITY OF CONCEPTUAL APPROACH TO THE PROJECT (20%)							
1. DETAILED APPROACH TO TASKS PRESENTED IN THE SCOPE OF WORK	10	_____	_____	_____	_____	_____	_____
2. PROJECT TASKS DETAILED WITHIN SCHEDULE	10	_____	_____	_____	_____	_____	_____
		Score	Score	Score	Score	Score	Score
TOTAL WEIGHT	100%	_____	_____	_____	_____	_____	_____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

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

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

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

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

NOTES:

1. Maximum Direct Hourly Wage Rate is used to establish Total Project Not to Exceed Ceiling & establishes Not To Exceed Hourly Wage Rate per Title / ASCE grade for the project duration. A certified payroll schedule listing of consultant & subconsultant(s) staff with their ASCE grades and hourly wage rate will be required as of the contract award date.

DIRECT SALARIES TOTAL	
NJDOT APPROVED OVERHEAD RATE	
FIXED FEE	
DIRECT EXPENSES	
PROJECT COST	