

Gary Quinn, Director Gerry P. Little, Deputy Director Virginia E. Haines, Commissioner John P. Kelly, Commissioner Joseph H. Vicari, Commissioner

Michael J. Fiure, Director, Management & Budget Jennifer L. Bowens, Purchasing Agent

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

# BID GOLF COURSE AND LANDSCAPING EQUIPMENT NO. II

# 2021

ADVERTISEMENT DATE: December 15, 2021 OPENING: January 4, 2022, 11:00 am

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

04- Automotive Products, Vehicles and Services

13- Highway Road Equipment, Materials, and Related Equipment 22- Public Works, Park Equipment and Construction Services

#### **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of GOLF COURSE AND LANDSCAPING EQUIPMENT NO. II for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on Tuesday, January 4, 2022 at 11:00 am, prevailing time.

Bids may be received electronically via the <u>County's ProcureNow Electronic Bid Portal</u> (https://secure.procurenow.com/portal/oceancounty/)

Specifications and form of proposal are on the <u>Procurement Portal (Link Below)</u> or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

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

Electronic Submission Site: <a href="https://secure.procurenow.com/portal/oceancounty/">https://secure.procurenow.com/portal/oceancounty/</a>

The right to reject any and all bids is reserved in accordance with applicable law.

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

Signed:

**GARY QUINN**, Director

JENNIFER L. BOWENS, Purchasing Agent

# CONTACT INFORMATION AND PROJECT TIMELINE

# **Summary**

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

# **Contact Information**

For further information regarding these specifications, contact

#### **Evan Johnson**

Senior Buyer

Email: ocpurchasing@co.ocean.nj.us

Phone: (732) 929-2101

**Department:** Purchasing

#### **Timeline**

Advertising Date	December 15, 2021
Bid Opening Date	January 4, 2022, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

# IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

#### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with 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, https://secure.procurenow.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 ProcureNow bid submission page.

#### INSTRUCTIONS TO BIDDERS

#### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, January 4, 2022.

#### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

#### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

#### **Completion of all Documents**

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

#### Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

#### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

#### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

#### **Specifications**

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

#### **Bid Security**

NO BID SECURITY

#### **Performance Bond**

NO PERFORMANCE BOND

#### **Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

#### **Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

#### **Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

#### **Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

#### **Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

#### **Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

#### Tax Exempt

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

#### **Equivalent Product**

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

#### **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

#### **Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

#### **American Goods and Products**

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

#### **Assignment**

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

#### NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

#### Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

#### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf

#### **Special Surety Bid Requirements for Certain Construction Projects**

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

#### **New Jersey Business Registration Requirements**

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

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

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

#### During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <a href="http://www.state.nj.us/treasury/revenue/busregcert.shtml">http://www.state.nj.us/treasury/revenue/busregcert.shtml</a>.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable

for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Pay to Play Requirements**

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

#### **Statement of Ownership**

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

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

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

#### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

#### **Worker's Compensation**

- 1. Limits according to Worker's compensation Laws of the State of New Jersey.
- 2. Contractor's Liability not less than \$100,000.

#### **Comprehensive General Liability**

- 1. Bodily Injury \$500,000 per person; \$1,000,000 per occurrence.
- 2. Property Damage \$1,000,000 per occurrence.

#### **Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

#### **Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

#### **County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

#### CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check ( $\sqrt{\ }$ ) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

# AWARD METHOD

Contract will be awarded on a line item basis. Optional items will be awarded to the vendor with the lowest bid on the base item.

# 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

# **VENDOR QUESTIONNAIRE**

County Cooperative Contract Purchasing System*
Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in <u>Instruction to Bidders</u> .
□ Yes
□ No
*Response required
Signature Page*
The information on this page will be used to process contract documents and ensure your BRC is valid. Please make sure the address on this page is the address you want your contract mailed to.
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.
*Please note that the County's preferred method of submission is DocuSign.
Click here to go to the form
*Response required
Copy of Bidder's New Jersey Business Registration Certificate
Please use this area to upload your company's BRC.
Use this link to verify your company's BRC:
https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp
Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.
Mandatory Equal Employment Opportunity Statement*
Does the BIDDER comply with the <u>#Mandatory Equal Employment Opportunity Statement</u> ?
□ Yes
$\square$ No
*Response required
Americans with Disabilities Act Provisions*
Does the BIDDER comply with the #Americans with Disabilities Act Provisions?
□ Yes
□ No
*Response required

#### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Non Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)

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

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.

\*Please note that the County's preferred method of submission is DocuSign.

Click here to go to the form

\*Response required

#### **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.

**OUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:** 

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

If ves, 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.

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

#### CERTIFICATION IS REQUIRED PRIOR TO CONTRACT AWARD

Pursuant to N.J.S.A. 52:32-57, et seq (P.L. 2012, c. 25, and P.L. 2021, c. 4), any person or entity that submits a bid 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 of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take 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.

Please fill out the below Powerform. Please be sure to use the same name and email address you used when logging in to ProcureNow.

NOTE: The Disclosure of Investment Activities in Iran Statement is not a mandatory document and is not required at the time of bidding. However, this form will be required prior to the award of any contracts.

Click here to go to the form

#### **Descriptive Literature and Warranty Details\***

Please supply all descriptive literature and warranty details for all items being bid. If you are taking an exceptions to the specifications, please explain in detail on letterhead and upload that explanation with your bid submission.

\*Response required

# <u>COMPLIANCE PAGES FOR GOLF COURSE AND LANDSCAPING EQUIPMENT NO.</u> <u>II\*</u>

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

• COMPLIANCE PAGES FOR GOLF C...

#### **ADDITIONAL VENDOR DOCUMENTATION**

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

#### Acknowledgement of Submission of Forms from Current Bid Package\*

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

\*Response required

#### **Submission of Bid Package\***

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

<sup>\*</sup>Response required

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

#### INTENT

#### **CONTRACT TERMS**

The contract shall be from date of award until December 14, 2022, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

#### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will furnish and deliver the equipment specified herein.

Unless otherwise stated, all equipment shall be new, unused and be a current production model. Discontinued models will not be accepted. The machine shall have been in production for a minimum of one (1) year. No demonstrator models are acceptable. The specifications shall include all standard equipment as listed in the manufacturer's brochure, specification sheets and price lists, including the items specified hereinafter. A certificate of origin from the factory will be provided with the equipment upon delivery.

#### **NO ASSIGNMENT**

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

#### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

#### **BID REVIEW**

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

#### **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

#### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

#### **MODIFICATIONS AND WITHDRAWALS**

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

#### **USE OF OTHER NAMES AND REFERENCES**

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

#### **DESIGN**

Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes and treated to resist rust, corrosion and wear.

The design of the mechanical member shall be such that the stress imposed through normal shock loads at maximum engine torque shall not cause rupture or permanent deformation or undue wear on any member.

#### **USE OF OTHER NAMES AND REFERENCES**

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

#### **QUALITY**

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

#### **WARRANTY**

Equipment shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County, including all labor, parts, travel time and freight unless specifically indicated in the specifications otherwise. Manufacturer's warranty shall apply, if greater.

#### **MODEL INFORMATION REQUIRED**

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

#### **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract. Vendor shall ship power equipment dry (no fuel).

#### **DESCRFIPTIVE LITERATURE AND TECHNICAL SPECIFICATIONS**

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

#### TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

#### COMPLIANCE TO MINIMUM BID REQUIREMENTS / EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of a new and unused GOLF COURSE AND LANDSCAPING EQUIPMENT NO. II with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

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

#### **MANUALS**

The contractor shall supply with each unit, one (1) complete set of operator's handbooks, one (1) complete set of maintenance, service and repair manuals, and one (1) complete parts book. Manuals/Handbooks can be hard copy, CD or flash drive.

#### TRAINING AND TECHNICAL SUPPORT

The contractor shall provide all appropriate instructions to operating personnel with instructional manuals as needed.

#### STANDARD EQUIPMENT

These specifications include all standard equipment provided for each item, unless specifically upgraded or deleted.

#### **SERVICE**

Contractor shall be able to service all equipment proposed. The contractor shall maintain a service facility staffed with qualified servicemen and a working inventory of parts within a reasonable distance of the working location of the equipment.

#### **OPTIONS**

The contractor shall provide upgrading of all support systems affected in accordance with factory recommendations with all options.

#### **DEMONSTRATION**

Bidder shall be prepared to give a complete demonstration of the equipment proposed. The equipment so demonstrated shall be complete as offered by the bidder.

#### **TITLES - TRAILERS**

Each vehicle must be delivered with a New Jersey motor vehicle new vehicle inspection sticker in place as prescribed by law. Each vehicle must also be delivered with a New Jersey Motor Vehicle Commission title, registration, and plates. (Temporary plates are not acceptable)

Deliver with title issued as follows: 610 234 000 08754 0

Ocean, County of

PO Box 2191, Admin. Bldg.

Toms River, NJ 08754

#### DELIVER WITH TITLE NOT CERTIFICATION OF ORIGIN

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

# SPECIFICATIONS AND SCOPE OF WORK

# **CATEGORIES**

The various categories listed herein are as follows:

SECTION V - COMPRESSORS

**SECTION IX - TRAILERS** 

SECTION X – MISCELLANEOUS EQUIPMENT

#### **SPECIFICATIONS**

Detailed specifications for this bid are provided in Question #10 of the Vendor Questionnaire. Please access the Vendor Questionnaire to download and complete the Compliance Pages for GOLF COURSE AND LANDSCAPING EQUIPMENT NO. II.

# PRICING PROPOSAL

# GOLF COURSE AND LANDSCAPING EQUIPMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
SECTION V	- COMPRESSORS				
21	Portable Compressor, Atlas Copco XAS 188, As Specified, or Equal	9	EA		
OPTIONS F	OR ITEM 21				
21a	50' Single Hose Reel	9	EA		
21b	50' Dual Hose Reel	9	EA		
21c	50' Hose	12	EA		
21d	100' Single Hose Reel	9	EA		
21e	100' Dual Hose Reel	9	EA		
21f	100' Hose	12	EA		
21g	2" Adjustable Bulldog Hitch	9	EA		
21h	18" Extended Drawbar with Jockeywheel	8	EA		
21i	Block Heater	8	EA		
SECTION IX	X - TRAILERS				
28	Utility Trailer, Big Tex #10PI-20, As Specified, or Equal	8	EA		
OPTION FO	PR ITEM 28				
28a	4' Heavy Duty Integrated Ramp Gate w/Gas Shock Assist	8	EA		
SECTION X	- MISCELLANEOUS EQUIPMENT			1	
ITEM 29 AN	D OPTIONS				
29	Vibratory Asphalt Plate, Wacker Neuson WP 1550AW, As Specified or Equal	6	EA		
29a	Wheel Kit for Vibratory Asphalt Plate	6	KIT		
ITEM 31 AN	ID OPTIONS				

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
31	Stihl KombiSystem, Powerhead KM 131R, As Specified, or Equal	4	EA		
31a	Adjustable Power Scythe, Compatible with KM 131R, As Specified or Equal	4	EA		
31b	Pole Pruner Attachment, Compatible with KM 131R, As Specified, or Equal	4	EA		
31c	Shaft Extension, Compatible with KM 131R, As Specified or Equal	4	EA		
31d	Adjustable Hedge Trimmer, Compatible with KM 131R, As Specified, or Equal	4	EA		
ITEM 32 AN	ID OPTIONS				
32	Turfco Triwave 45 Overseeder, Model 85859, As Specified or Equal	1	EA		
32a	Hydraulic Power Kit, Model 86196, As Specified or Equal	1	EA		
32b	Hydraulic Hose Kit, Model Number 86505, As Specified or Equal	1	EA		
TOTAL					

# ITEM #21 – PORTABLE COMPRESSOR, ATLAS COPCO XAS 188, AS SPECIFIED, OR EQUAL

		COMPL YES	IANCE NO
Working pressure at rated flow Working pressure range	100 psi 58-125 psi		
Discharge outlet quantity	2 X <sup>3</sup> / <sub>4</sub> "		
Oil Capacity	2.05 Gallons		
Engine	Caterpillar C2.2T		
Displacement	2.5 (L)		
Cylinder	4		
Tier	4 Final		
Power	48.8 hp		_
Rated Speed (Max)	2,450 RPM		
Rated Speed (Min)	1,600 RPM		
Fuel Tank Capacity	27 Gallons		
Fuel Consumption at 100% FAD	2.3/Gallons per hour		
Sound pressure level at 75% load	76 dB(A)		
Trailer Dimensions	130" X 62" X 69"		
Weight	2,149 lbs.		
OPTIONS			
21A. 50' Single Hose Reel			
21B. 50' Dual Hose Reel			
21C. <u>50' Hose</u>			
21D. <u>100' Single Hose Reel</u>			
21E. 100' Dual Hose Reel			
21F. <u>100' Hose</u>			
21G. <u>2" Adjustable Bulldog Hitch</u>			
21H. 18" Extended Drawbar with	<u>Jockeywheel</u>		
21I. Block Heater			

# ITEM #28, UTILITY TRAILER, BIG TEX MODEL 10PI-20, AS SPECIFIED, OR EQUAL

<b>DIMENSIONS</b>			
Overall Length	20 ft.		
Top Rail	2 7/8 in. Pipe Square Back		
Frame	5 in. x 3 in. x 1/4 in. Angle		
Crossmembers	3 in. x 2 in. x 3/16 in. Angle		
Sides	16 in. Tall $- 3$ in. x 2 in. x $3/16$ Angle		
Fenders	9 in. x 72 in. Teardrop		
Floor	2 in. Treated Pine		
Weight	2,380 lbs.		
GVWR	9,990 lbs.		
TIRES AND WHEELS			
Tire Size	ST225/75 R-15 Load Range D		
Wheel Size	15 in. x 6 in. White Spoke 6-Bolt		
<b>SUSPENSION</b>			
Multi-Leaf Spring with E	qualizer		
SAFETY			
Safety Chains	1/4 in. Grade 70 with Safety Latch		
	Hook; Two (2) Each		
Lights	L.E.D. D.O.T Stop, Tail,		
CT AND ADD FOUNDAM	Turn & Clearance		
STANDARD EQUIPME			
Coupler	Adjustable Pintle in Channel		
Jack	7,000 lb. Drop Leg (Bolted On)		
Tongue	5 in. Channel Fold Back/Wrap		
Axle	Dual, 5,200 lbs.		
Brakes	Electric		
STANDARD FEATURE			
Four (4) Tie Down Pocke	ts on Outside Frame		
EZ Lube Hubs			
Protected Wiring			
Spare Tire Mount (Side)	1)		
4 ft. Slide-In Ramps (Cha			
Complete Break-A-Way S	System with Charger		
<u>FINISH</u>		_	
	ensure a professional smooth finish		
Superior Quality Finish sl			
a highly decorative and pr	rotective finish		Ш
<u>OPTION</u>			_
28A. 4' Heavy Duty Inte	grated Ramp Gate w/Gas Shock Assist		

# <u>ITEM #29, VIBRATORY ASPHALT PLATE, WACKER NEUSON #WP 1550AW, AS SPECIFIED OR</u> EQUAL (CONT'D)

EVERE (CONT D)		COMPLI	
DIMENSIONS		<u>YES</u>	<u>NO</u>
Length	34.5 in		
Width	19.5 in		
Height	38 in.		
Base Plate	23 in x 19.5 in		
Lowest Working Height	20 in.		
Weight	190 lbs.		
<b>ENGINE</b>			
Type	Air-Cooled, 4 Cycle, Single Cylinder,		
	Honda Gasoline		
Displacement	9.9 in <sup>3</sup>		
Max. Power Output	5.5 hp/3,900 rpm		
Power Rate	5 hp/3,600 rpm		
Fuel Tank Capacity	3.9 qt		
Fuel Consumption	1.9 qt/hr		
BASE PLATE			
Water Tank Capacity	11 qt.		
Grade Ability	30%		
Vibration Frequency	6,000 vpm		
Compacted Area	$9,750 \text{ ft}^2/\text{hr}$		
tough, wear resistant ductile iron			
base plate			
Computer designed base plate has t	tapered	_	_
bottom and edges for high speed			
Designed for compaction of granul			
materials with some cohesive conte confined areas	ent in		
confined areas			
<u>TRANSMISSION</u>			
Power Train	Power transmission from engine via centrifugal		
	clutch and V-Belt onto exiter which transmits		
	centrifugal force onto base plate		
Max. Centrifugal Force	3,375 lb.		
Forward Speed	Up to 100 ft/min		Ш
STANDARD FEATURES			
Asphalt Water Tank Included			
Straight, Center-Mounted Guide H	andle		
<u>OPTION</u>			
29A. Wheel Kit		П	

# ITEM #32, TURFCO TRI WAVE 45 OVERSEEDER, MODEL 85859, AS SPECIFIED, OR EQUAL

		<u>COMPI</u> <u>YES</u>	LIANCE NO
Dimensions	66" W X 56.5" H X 80.5" L		
Weight	1,070 lbs. empty		
Engine	Briggs and Stratton Vanguard with electric		
	Start and a 20 amp charging system		
Electrical	Fuse protected electric clutch and seed box motor. One (1) 12Volt DC group U1 battery		
	must be included		
Hydraulics	Cylinder to raise/lower the wheels		
Hitch	Standard 5/8" pin, equipped with jackstand		
Capacity	3.2 cubic foot/Approx. 50 lbs.		
Seed Application Pattern:	Seed Spacing 1 ½" apart		
Seeding Width	40"		
Seed Gate	Automatic operation, adjustable variable		
	opening		
Operating Speed	3 mph		
Transport Speed	6 mph		
Productivity	5,868 yards/hour at 3 mph		
Cutting Heads	Two (2) heads, independently floating		
Blade assembly	Two (2) WaveBlade Sets, 20 Blades total		
Blade Assembly operating	0-1 3/8"		
depth range			
Warranty	Three (3) Year Manufacturer's		
<u>OPTIONS</u>		_	
32A. <u>Hydraulic Power Kit, Mo</u>			
32B. Hydraulic Hose Kit, Moo			
Shall be compatible with Cushn	nan Trucks		$\Box$