



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

TRUCK WASH MAINTENANCE AND CHEMICAL CONTRACT NO. II

2022

ADVERTISEMENT DATE: June 15, 2022

OPENING: June 28, 2022, 11:00 am

***Bid Category: 14- Janitorial and Cleaning Equipment, Supplies and Services
16- Maintenance and Repair of Equipment***

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **TRUCK WASH MAINTENANCE AND CHEMICAL CONTRACT NO. II** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, June 28, 2022** at **11:00 am**, prevailing time.

Bids may be received electronically via the [County's OpenGov Electronic Bid Portal \(https://secure.procurenw.com/portal/oceancounty/\)](https://secure.procurenw.com/portal/oceancounty/)

Specifications and form of proposal are on the **Procurement Portal (Link Below)** 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: <https://secure.procurenw.com/portal/oceancounty/>

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:

JOHN P. KELLY, Director

JENNIFER L. BOWENS, Purchasing Agent

CONTACT INFORMATION AND PROJECT TIMELINE

Summary

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

Contact Information

For further information regarding these specifications, contact

Evan Johnson

Senior Buyer

101 Hooper Avenue

Room 224

Toms River, NJ 08753

Email: ocpurchasing@co.ocean.nj.us

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

Department:

Vehicle Services

Timeline

Advertising Date	June 15, 2022
Bid Opening Date	June 28, 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, June 28, 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.

Market Conditions

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process **only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.**

Such events shall be industry wide and cause all related product prices to be effected. **All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval.** If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

Note: A request for price increase does not guarantee approval.

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>

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

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

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

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

Pay to Play Requirements

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

Statement of Ownership

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

Certification of Non-Involvement in Prohibited Activities in Iran

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

Insurance Requirements

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

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.

2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

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

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

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

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

Proof of Insurance

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

County Cooperative Contract Purchasing System

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

The IDENTIFIER for this system is:
CK-02-OC

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

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

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

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

AWARD METHOD

Contract will be awarded on a lump sum basis.

VENDOR QUESTIONNAIRE

County Cooperative Contract Purchasing System*

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

Yes

No

*Response required

BID DOCUMENTS TO BE EXECUTED*

Documents include:

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

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

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

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

You must access DocuSign, input your name and email and agree to the terms in order to access the forms whether you are using DocuSign to complete them OR manually uploading them.

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

IF USING DOCUSIGN: You must satisfy ALL required fields which will be designated by a red box. Once you have completed all required fields, click FINISH.

Important Note! In order to get your completed DocuSigned document to populate into the solicitation, you *MUST* click on the line above the box that reads:

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

If you do not click that button and you exit the window, your progress will NOT be saved.

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

[Click here to go to the form](#)

*Response required

Copy of Bidder's Certificate of Employee Information Report

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

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

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

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 [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

*Response required

Americans with Disabilities Act Provisions*

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

Yes

No

*Response required

Contractor's Data Sheet*

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

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

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

You must access DocuSign, input your name and email and agree to the terms in order to access the forms whether you are using DocuSign to complete them OR manually uploading them.

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

IF USING DOCUSIGN: You must satisfy ALL required fields which will be designated by a red box. Once you have completed all required fields, click FINISH.

Important Note! In order to get your completed DocuSigned document to populate into the solicitation, you *MUST* click on the line above the box that reads:

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

If you do not click that button and you exit the window, your progress will NOT be saved.

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

[Click here to go to the form](#)

*Response required

Samples*

Please submit Samples for certain items bid. Please check the specifications for items **REQUIRING** samples.

Samples should be mailed to:

Purchasing Department
101 Hooper Ave., Room 224
Toms River, NJ 08753

DO NOT submit a copy of your bid along with your samples. The box or envelope containing the samples must be clearly labeled with the BID NAME ("TRUCK WASH MAINTENANCE AND CHEMICAL CONTRACT NO. II")/SAMPLES and BID OPENING DATE ("Tuesday, June 28, 2022"). Submitting a copy of your bid with your samples is cause for rejection of your bid.

By answering this question, bidder understands that samples are to be provided in order for bid to be considered. Failure to supply the proper samples shall be cause for rejection of the bid.

- Bidder has mailed Samples to the Purchasing Department at the address above.
 - Bidder shall hand deliver samples to the Purchasing Department.
 - Bidder shall hand deliver samples at the time of the bid opening.
- *Response required

Descriptive Literature and Warranty Details*

Please supply all descriptive literature and warranty details for all items being bid.

*Response required

References*

Please upload references here:

*Response required

Copy of Maintenance Checklist/Maintenance Report*

Please provide a copy of bidder's sample Maintenance Checklist/Maintenance Report.

*Response required

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.

- Please confirm
- *Response required

Submission of Bid Package*

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

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

- Please confirm
- *Response required

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

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

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

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

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

INTENT

CONTRACT TERMS

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

INTENT

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

NO ASSIGNMENT

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

OWNERSHIP DISCLOSURE

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

BID REVIEW

Bids may be reviewed 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.

QUALITY

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

WARRANTY

Manufacturer's warranty shall apply.

MODEL INFORMATION REQUIRED

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

AVAILABILITY AND DELIVERY

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

TRANSITIONAL PERIOD

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

CURRENT BID RESULTS

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

<http://webhost.co.ocean.nj.us/ocbidportal.nsf>

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK

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

PRICING PROPOSAL

TRUCK WASH MAINTENANCE CONTRACT AND CHEMICAL SUPPLIES

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Manufacturer & Type	Delivery, A.R.O.	Comments
1	GT Shine A-503 Lemon Wax, Step III, 55 Gallon Drum, As Specified, or Equal	5	DRUM						
2	DuBois Treo Transit Transport Vehicle Cleaner (Used at Lacey Garage and Manahawkin Garage), 55 Gallon Drum, As Specified or Equal	7	DRUM						
3	Restore 330 Gallon Tote, As Specified	5	TOTE						
4	Monthly Service Call, Flat Rate for the First Four (4) Hours On-Site, Price is Per Call	12	CALL						
5	Hourly Labor Rate for Each Additional Hour Beyond the Monthly Service Call Period, Priced Per Hour	10	HR						

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Manufacturer & Type	Delivery, A.R.O.	Comments
6	Parts: Discount off the manufacturer's latest retail price. Calculate percentage of discount on parts by multiplying \$3,000.00 by your discount - SHOW DISCOUNT IN COMMENTS. Example: \$3,000.00 by 10% = \$2,700.00 or \$3,000.00 by .10 = \$2,700.00 Show retail cost of parts minus discount % above in the UNIT COST COLUMN. \$3,000.00 - (\$3,000.00 x _____%) =	1	LS						
TOTAL									

DELIVERIES

All Products shall be furnished and delivered F.O.B. County location in 330-gallon totes / 55 gallon drums. There shall be no demurrage or delivery charges on the totes/drums.

When delivery is not made as provided in the Contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the Contract price paid by the Contractor.

Failure of the supplier to meet Contract delivery dates may be cause for cancellation, or modification of the Contract and/or suspension or removal of the Contractor from Ocean County List of Authorized Bidders, or both.

INVOICING

Invoicing must match the proposal page of this bid, item by item using the same breakdown for cost. (i.e. unit of measure, etc.)

SAMPLES

Samples to be provided before award of bid. Failure to submit samples shall disqualify the bidder. Samples are required to assist in making decisions for awarding contracts on this bid. Technical assistance may be required where stipulated.

Samples are to be properly marked for identification and they must indicate the supplier's name.

Samples must be submitted in one (1) gallon containers for the following items:

Item #1 - Truck Wash Spray Wax Step III: GT Shine A-503, or Equal.

Item #2 - DuBois Treo Transit, or Equal.

Item #3 - Restore, or Equal.

TRUCK WASH FACILITY MAINTENANCE CONTRACT

The successful bidder shall be responsible for providing maintenance to the County Truck Wash as well as supplying the Truck Wash Chemical Supplies for a contract period of one (1) year with the option to extend for one (1) year.

The Toms River Garage equipment is a Rieskamp Model 160-IV Electrostatic Automatic High Pressure Vehicle Wash System and the Manahawkin Garage equipment is a DuBois 260 Trans-Max Touchless Drive-Thru Wash. All equipment is accessible for maintenance and repair using common hand tools. High maintenance components are of the type and location to minimize down time of system of disturbances from other system components.

Maintenance Contract to include:

- A thorough inspection of all operating equipment; oiling, cleaning and operation inspections shall be performed on a bi-monthly basis. Upon completion of maintenance, the system will be placed in automatic mode and a minimum of four (4) vehicles shall be put through the wash-rinse system.
- The cleaner spray system consists of a Giant GP7255 Jet Pump, 2 Giant Pumps 316, CD-88 chemical dispenser, 300 gallon detergent mixing tank, booster water heater with re-circulating pump, spray arch with nozzles and arch solenoid valves.
- The activator spray system consists of two (2) Multi-Duti pumps, CD-88 chemical dispenser, 300 gallon activator mixing tank and spray arch with nozzles.

The successful bidder shall supply all labor, tools and materials necessary to perform the maintenance for the term of this contract and must respond to service calls within 24 hours after receipt of initial call. Any extension of this time must have prior approval by the user department.

All work shall be pre-approved by an Ocean County representative. Successful bidder shall supply an itemized estimate of necessary repairs to the County representative prior to work being performed on truck wash equipment.

Vendor shall supply with this bid a copy of their Maintenance Checklist/Maintenance Report showing in detail all tasks performed during the monthly maintenance service.

The successful bidder also needs to be an experienced truck wash service provider with at least five (5) years' experience with maintenance of similar systems. Vendor shall include references with their bid submission.

EQUIPMENT LIST

The following equipment is to be maintained on an automatic monthly basis:

Toms River Garage Truck Wash

Step I Activator Arch

1. One (1) activator arch of 2" x 2" x 1/8" welded steel tubing with 1" schedule 80 PVC pipe with roof, side, front, rear and undercarriage system.
2. Twenty-four (24) front arch – roof and sides – spraying systems nozzles 50 H1/4U PVC.
3. Twenty-four (24) rear arch – roof and sides – spraying systems nozzles 50, H1/4U PVC.
4. Sixteen (16) wheel washers – spraying system nozzles 50, H1/4U PVC.
5. One (1) automatic dispenser Rieskamp Model CD-88 with Gould 3/4" solenoid and float switch.
6. Two (2) Pumps – Multi-Duti Sequence 1000, 1/2 HP, 3450 RPM, 20 GPM, 40 PSI with PVC impeller and housing 220/110 volt, single phase.

Step II Detergent Arch

1. One (1) detergent arch of 2" x 2" x 1/8" welded steel tubing with 1" schedule 80 stainless steel pipe with roof, side front, rear and undercarriage system.
2. Twenty-four (24) front arch – roof and sides – spraying systems nozzles 8050, H1/4U brass.
3. Twenty-four (24) rear arch – roof and sides – spraying systems nozzles 8010, H1/4U brass.
4. Sixteen (16) wheel washers – spraying system nozzles 4010, H1/4U brass.
5. Six (6) undercarriage washer system nozzles 4010, H1/4U brass with manual shutoff.
6. One (1) automatic dispenser Rieskamp Model CD-88 with Gould 3/4" solenoid and float switch. Model 550 with float.
7. One (1) Giant GP7255, 50 HP – 1800 PSI, 66 GPM, single seal, belt driven, ductile iron, 700 RPM, 230/460 volt, three phase, mechanical seal grease lubricated bearing system.
8. One (1) water heater, Raypak Model 724 WTB, 726,000 BTU, re-circulating water heater with 1/5 HP, 115 volt, single phase motor. Heat shall re-circulate water into detergent storage tank.

EQUIPMENT LIST (CONT'D)

Step III Rinse Arch

1. One (1) rinse arch of 2" x 2" x 1/8" welded steel tubing with 2" schedule 40 galvanized steel pipe with roof, side, front, rear and undercarriage system using 2" Gould Type Q4-5 brass solenoid valves.
2. Fifty-two (52) rinse roof, front, side and rear – spraying system nozzles, 4020, H1/4U brass, front and rear arches.
3. Sixteen (16) rinse wheel washers – spraying system nozzles, 4020, H1/4U brass.
4. Six (6) rinse undercarriage washers – spraying system nozzles, 4020, H1/4U brass with manual shutoff.
5. One (1) rinse tank float switch and 1 1/2" Gould solenoid.
6. One (1) rinse pump – 75 HP Aurora Model 431-2 stage centrifugal pump, 160 GPM, 400 PSI, 480 volt, 3 phase, 1 1/2" x 3" x 11".
7. Two (2) high pressure detail washing units – 4.5 GPM, 1500 PSI, 5HP, 480/230 volts, 3 phase.
8. Two (2) high pressure detail handguns with 24 volt controls and one (1) section of fifty (50) foot 3/8" hose.
9. One (1) control panel using General Electric series One Programmable controller.
10. Three (3) sets – vehicle detection and system activation – Telco Lr 100-G receiver, Telco LT 100-G transmitter and Telco PA 310 amplifier.
11. One (1) automatic water softener.
12. All motors are 1 HP or more, 240/480 volt, 3 phase, 60 cycle, squirrel cage induction class, continuous duty, drip proof, fan cooled, 40 degrees Celsius rise, thermal protected with manual reset, minimum 1.2 SF with Class B installation.
13. Four (4) 20 HP Air Stripper & Rocker Panel Blowers.

EQUIPMENT LIST (CONT'D)

Manahawkin Garage Truck Wash

STEP I: Chemical Application

1. 1 Step I Chemical Application Arch.
2. Spray bars will include:
Grill (Detergent), Front – Top (Detergent), Lower Detail (Detergent), Sides/Wheels (Detergent),
Back Door (Acid), Back Door (Detergent)
3. Each Spray nozzle will include a diaphragm check valve. Arch construction made from 304 Stainless Steel.
4. 1 Hydra-Flex Chemical / Air Injection module containing 7 application injectors (6 for Step I, and 1 for Step II Brush Wetting).
5. 1 199,000 BTU Natural Gas (or Propane) Water Heater.

STEP II, Blaster Arch

1. 1 Step II Blaster Arch, constructed from 304 Stainless Steel, 2" X 2" square tubing framework.
2. 1 25 HP Blaster Pump - 30 GPM @ 1000 PSI, 480 volts/3 phase.
3. 1 25 HP 480 Volt Starter – across line.

STEP III, Rinse Arch

1. 1 Step IV Rinse Arch. Arch constructed from 304 Stainless Steel, 2" X 2" Square Tubing Framework.
2. 1 1000 gallon Rinse Storage Tank, Poly.
3. 1 25 HP Rear Rinse pump, 60 GPM @ 324 PSI, 480 Volts/3 phase.
4. 1 25 HP Starter – across line.
5. 1 50 HP Front Rinse pump, 160 GPM @ 400 PSI, 480 Volts/3 phase.
6. 1 50 HP Starter – across line.

EQUIPMENT LIST (CONT'D)

Manahawkin Garage Truck Wash (Cont'd)

STEP IV: Fresh Water Rinse/Transit Shield Undercarriage

1. 1 Step IV Fresh Water Rinse Arch, constructed from 304 Stainless Steel, 2" X 2" square tubing framework.
2. 1 Twin 157 Gallon Step IV Poly Tank Set (Fresh Water Rinse / Transit Shield Undercarriage).
3. 1 Undercarriage Transit Shield Spray Bar; Stainless-Steel construction with Stainless Steel Spray Nozzles (6)
4. 1 1 HP Step IV Fresh Water Rinse Pump, 220/110 volts, single phase.
5. 1 1 HP Step IV Transit Shield Pump, 220/110 volts, single phase.

Miscellaneous

1. 10 Each, Telco Receivers, Transmitters, and Amplifiers for system activation
2. 1 Computerized PLC based Control Panel with counter.
3. 8 Pacer Lights (for driver speed control assistance).
4. 1 Remote Start-Stop Station.
5. 2 Emergency Stop Station.
6. 1 L.E.D. Red / Green Traffic Signal for Driver Entrance mounted to exterior of wash entrance.
7. 1 240,000 Grain Water Softener.
8. 1 Super Clear 500 Reclaim Systems.
9. 1 Vornado, vehicle blower system; each consisting of (10) 15 hp blowers.
10. 1 8 HP, Self-heated pressure washer. 3.9 gpm @ 3000 psi, 248 deg. F, 480 volt/3 phase.
11. 2 Hose Reels on Stainless Steel stands; with 50' of High Pressure hoses, and high pressure spray wands.
12. 94 Up to 94' of Custom Continuous Guard Rail. 4" Steel tubing with 4" X 6" footpads spaced evenly, sandblasted and powder coated "safety yellow".

ITEM #1 – GT SHINE A-503 LEMON SPRAY WAX, STEP III, OR EQUAL

Description: This product is a highly refined organic surfactant system which chemically bonds to the paint surface to improve gloss, enhance sheeting of water, discourage spotting and improve drying time.

Advantages: This product forms a microscopic coating when applied to freshly cleaned painted surfaces. This product will not build up and will wash off easily the next time the surface is cleaned.

<u>Specifications:</u>	Physical Form	Liquid
	Color	Yellow
	Scent	Lemon
	Foam	Slight
	Emulsification	Rapid
	pH	7.0
	Solubility in Water	Complete

Application: GT Shine A-503 Lemon Wax is designed as the final step in a two-step cleaning system. This two-step cleaning system is for cleaning over the road tractors and trailers.

Chemical Concentration: The concentration may vary from 1:250 to 1:500 depending upon the cleaning conditions and the soil to be removed.

ITEM #2 – DuBOIS TREO TRANSIT, OR EQUAL

Description: Treo Transit is a mild alkaline detergent designed for interior and exterior cleaning of transit vehicles. It is easily biodegradable and contains no phosphates so waste concerns are minimal.

<u>Specifications:</u>	Appearance	Brown Liquid
	Odor	Mild
	Density	8.6 lb/gal
	pH	11.3
	pH (1% sol'n with tap water)	10.5
	Phosphates	none

<u>Chemical Concentration:</u>	Light Duty: 1-3%	(1:100-1:32)
	Medium Duty: 3-6%	(1:32 – 1:15)
	Heavy Duty: 6 – 10%	(1:15 – 1:9)

ITEM #3 - RESTORE, OR EQUAL

Description: Restore is a heavy duty, liquid alkaline cleaner for cleaning vehicle exteriors. It penetrates tough soils from vehicles surfaces and is safe on polished and anodized aluminum.

Product Capacity: Safe on painted surfaces, aluminum, steel, glass, plastic and rubber. It is effective in soft and hard water.

Use Instructions:

Light Duty: 1-3%	(1:100-1:32)
Medium Duty: 3-6%	(1:32 – 1:15)
Heavy Duty: 6 – 20%	(1:15 – 1:4)

Technical Data:

Product Type:	Liquid
Appearance:	Light Yellow Liquid
Odor:	Mild
Density:	9.2 lb/gal
pH:	(91% Sol'n with tap water) 11.5
Phosphates:	None

ITEM #4 – SERVICE CALL

Service calls will be a flat rate for the first four (4) hours on site.
(Monday through Friday 7:00 AM – 3:30 PM)

ITEM #5 – HOURLY LABOR RATE

For each hour after the four (4) hour service call as indicated in Item #6.

ITEM #6 – PARTS ALLOWANCE WHEN AND IF NEEDED

Parts Allowance when and if needed. Vendor shall indicate discount (-) from the manufacturer's latest retail price.