



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

*Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

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

BID

SUPPLEMENTARY VEHICLE TOWING AND ROADSIDE SERVICES

2024

***ADVERTISEMENT DATE: February 7, 2024
OPENING: February 27, 2024, 11:00 am***

Bid Category: 22- Public Works, Park Equipment and Construction Services

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **SUPPLEMENTARY VEHICLE TOWING AND ROADSIDE SERVICES** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, February 27, 2024 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

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

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

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

Signed:

BARBARA JO CREA, 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

Jessica Hannold

Buyer

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2103](tel:(732)929-2103)

Department:

Vehicle Services

Timeline

Advertising Date	February 7, 2024
Bid Opening Date	February 27, 2024, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Important Instructions for Electronic Submittal

Instructions for Electronic Bid Submission

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

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

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

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

Follow the instructions to submit the electronic bid.

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

Instructions to Bidders

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, February 27, 2024.

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.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

Right to Reject

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

Bidder Default

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

Indemnity

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

Specifications

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

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

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

Pricing

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

Payment

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

Discrepancy in Pricing

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

Award Timeframe

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

Equal or Tie Bids

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

Tax Exempt

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

Equivalent Product

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

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

Delivery of Goods and Services

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

American Goods and Products

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

Assignment

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

NJ One Call

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

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

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

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

Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

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.

Open Public Records Act (OPRA)

**** ATTENTION****

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

County Cooperative Contract Purchasing System

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

The IDENTIFIER for this system is:

CK-02-OC

This system 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 by section basis. County reserves the right to award to the two (2) lowest bidders per section.

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 at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent 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.

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 procurement portal at the below link:

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

Specifications and Scope of Work

SCOPE OF WORK

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

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.

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

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

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

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

*Response required

Copy of Bidder's Certificate of Employee Information Report

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

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available [here](#).

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

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

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

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

Images (jpg, png, bmp, tif)

Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

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

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

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

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

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

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

Yes

No

*Response required

Americans with Disabilities Act Provisions*

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

Yes

No

*Response required

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.

Please download the below documents, complete, and upload.

- [CONTRACTORS DATA SHEET and ...](#)

CERTIFICATE OF INSURANCE

Per the Specifications, please provide your company's Certificates of Insurance.

"The Vendor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the County of Ocean. If the Vendor's insurer cannot provide 30 days written notice, then it will become the obligation of the Vendor to provide the same. The Vendor shall provide the County of Ocean with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Vendor shall not begin to provide services or goods to the County of Ocean until evidence of the required insurance is provided."

Note: If Certificates are not submitted with the bid, they will be required prior to contract award.

CONTACT INFORMATION**

Please enter the Contact Name, Email Address, and Phone Number of the person(s) who should be contacted to arrange for service.

*Response required

ADDITIONAL VENDOR DOCUMENTATION

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

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

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

Images (jpg, png, bmp, tif)

Acknowledgement of Submission of Forms from Current Bid Package*

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

Please confirm

*Response required

Submission of Bid Package*

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

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

Please confirm

*Response required

Pricing Proposal

SECTION I - VEHICLES 15,000 GVWR AND UNDER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
VEHICLES 15,000 GVWR AND UNDER							
1	Towing Rate	300	MILE				
2	Hook-Up Rate (Regular Business Hours)	25	EACH				
3	Hook-Up Rate (Overtime Hours)	25	EACH				
4	Winching & Extrication Services (Two (2) hour minimum)	30	HOUR				
5	Roadside Service Charge Per Call (Regular Business Hours)	25	EACH				
6	Roadside Service Charge Per Call (Overtime Hours)	25	EACH				
ALLOWANCE FOR REIMBURSABLE TOWING COSTS							
7	Reimbursable Towing Related Costs (ALLOWANCE)	1	LS	\$15,000.00			
TOTAL							

SECTION II - VEHICLES 15,000 GVWR AND OVER

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Comments
VEHICLES 15,000 GVWR AND OVER							
8	Towing Rate	300	MILE				
9	Hook-Up Rate (Regular Business Hours)	25	EACH				
10	Hook-Up Rate (Overtime Hours)	25	EACH				
11	Winching & Extrication Services (Two (2) hour minimum)	35	HOUR				
12	Roadside Service Charge Per Call (Regular Business Hours)	25	EACH				
13	Roadside Service Charge Per Call (Overtime Hours)	25	EACH				
ALLOWANCE FOR REIMBURSABLE TOWING COSTS							
14	Reimbursable Towing Related Costs (ALLOWANCE)	1	LS	\$15,000.00			
TOTAL							

GENERAL

The purpose of this bid is to award a contract to a vendor who can provide towing and roadside services for road vehicles, which are classified into two (2) weight categories:

- Section I - Vehicles 15,000 lb. GVWR and under;
- Section II - Vehicles 15,000 lb. GVWR and over

The above categories shall be further broken down into:

- Towing rate (all-inclusive towing cost per Loaded Mile);
- Hook-up rate (regular hours and overtime hours)
- Winching & Extrication Services (flat rate)
- Roadside Service Call Rate (regular hours and overtime hours)

All services performed under this Bid shall be in accordance with all applicable federal, State, and local laws, rules and regulations.

ANTICIPATED WORK

The County does not guarantee any minimum amount of work and will pay only for the actual work authorized and completed.

VENDOR RESPONSIBILITIES

The Vendor must respond and its towing vehicle must be in transit to the disabled vehicle within one (1) hour of notification by the County of Ocean, unless an alternate time frame has been mutually agreed upon by both the County of Ocean and the Vendor. While most service calls are expected to occur during business hours, the Vendor must provide the contracted service 24 hours a day, every calendar day, at the appropriate contracted pricing.

DEFINITION OF REGULAR HOURS AND OVERTIME HOURS

Regular hours are defined as any hours worked between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular Hours," which may include nights, weekends and holidays.

VEHICLE TOWING STANDARDS

Vehicle towing service shall be in accordance with the vehicle manufacturer's standards with the use of a wrecker or flatbed (roll-back) truck. No tow bars or towing chains are permitted.

The County of Ocean shall have sole discretion as to how the disabled vehicle will be towed, where the vehicle will be towed, and by whom any repairs shall be made.

STORAGE CHARGE GRACE PERIOD

The Vendor must allow a minimum grace period of two (2) business days before a storage charge can be invoiced against the County of Ocean.

The Vendor must notify the County of Ocean in writing via the email address and/or facsimile number provided within twenty-four (24) hours of when the vehicle is towed to the Vendor's location in order to eliminate the County of Ocean accruing extensive storage fees when unaware.

STORAGE CHARGE GRACE PERIOD (CONT'D)

The aforementioned grace period of two (2) business days shall not commence until proper notification has been provided by the Vendor to the County of Ocean. If proper notification cannot be documented by the Vendor, the County of Ocean shall not be liable for Vendor storage fees.

TOWING & HOOK-UP COSTS

The Vendor shall be compensated for towing services by multiplying the towing rate (miles) by the hook-up cost. Additional towing related costs incurred must be paid for by the Vendor and shall be reimbursed as follows:

- Storage Fees charged by a third party that the Vendor must pay in order to retrieve the disabled vehicle;
- Towing costs charged by a third party; for example, charges paid to a toll road authority, such as the New Jersey Turnpike Authority, that has towed a disabled vehicle off its toll road, to obtain the vehicle for towing.;
- Reasonable, documented toll costs charged by any New Jersey or out-of-state toll authorities;
- Reasonable costs incurred for site clean-up. The Vendor must itemize and justify all site clean-up related costs.

Reimbursement for any additional towing related cost is subject to review and approval by the County of Ocean. The Vendor must present receipts or other acceptable forms of proof for all costs incurred for the County of Ocean to review.

All Vendors will be awarded a separate price line for County of Ocean to use for processing any approved reimbursements. Vendors will be reimbursed on a dollar-for-dollar basis with adequate justification, if approved.

MILEAGE

Mileage payment shall only be paid for Loaded Miles (actual miles the disabled vehicle is towed.) Mileage will be determined from the point at which the disabled vehicle is hooked up to the destination designated by the County of Ocean.

The Vendor shall not be paid for travel time it takes or the distance in miles to reach the disabled vehicle; nor will the Vendor be paid for any waiting time, traffic delays or after-hour costs.

The Vendor shall record the address and/or identify the location of the pick-up point on its invoice.

The Vendor must record the mileage from the pick-up/hook-up point to the designated destination or storage area, which shall also be identified on the invoice.

OUT OF STATE PICK-UPS

Out-of-State pick-ups are permitted under this Bid; however, the Vendor has the right to refuse out-of-State pick-ups. Out-of-State pick-ups are rare but may occur under this Bid. Rates and eligible Vendors for out-of-State pick-ups shall be based upon the vehicle delivery location.

VEHICLE ROADSIDE SERVICE REQUIREMENTS

The Vendor shall provide vehicle and/or roadside services when requested by the County of Ocean. The Vendor must respond and the tow vehicle must be in transit to the disabled vehicle within one (1) hour of notification by the County of Ocean, unless an alternate time frame has been mutually agreed upon by both the County of Ocean and the Vendor.

VEHICLE ROADSIDE SERVICE REQUIREMENTS (CONT'D)

When calling for services, the user department's representative will provide the email address and phone number to be utilized when services are required

All roadside service shall be completed within thirty (30) minutes after arrival by the Vendor at the site of the disabled vehicle, conditions permitting. This service shall be completed without the installation of major repair parts or equipment.

Roadside service refers to any service that can be performed at the disabled vehicle's location without requiring the vehicle to be towed. Roadside services shall include, but may not be limited to:

- Changing of tires;
- Replacement of fuel (up to 5 gallons);
- Jump-starting of the disabled vehicle;
- Unlocking a vehicle;
- Correction of minor problems such as faulty ignition and loose wires.

The Vendor shall be compensated for vehicle roadside service at the awarded flat Roadside Service per call rate. No additional payment will be made to the Vendor for these services. The flat labor rate for roadside service shall be all-inclusive.

The Vendor will be paid for a road service call in the event that it is called for a towing and/or roadside service job but finds upon arrival that the disabled vehicle is no longer at the site.

Also, in the event that a Vendor is called out for a service and the initial job cannot be completed because the job requires major parts or equipment and/or the intended vehicle for servicing is functioning normally, then the Vendor will be compensated for driving out to the vehicle's location and inspecting the designated vehicle based on the Roadside Service per call rate.

VEHICLE WINCHING AND EXTRICATION SERVICES

“Winching” means the process of moving a motor vehicle by the use of chains, nylon slings or additional lengths of winch cable from a position that is not accessible for direct hookup for towing a motor vehicle. Winching includes recovering a motor vehicle that is not on the road and righting a motor vehicle that is on its side or upside down, but does not include pulling a motor vehicle onto a flatbed tow truck.

Vendor must provide vehicle Winching & Extrication Services when requested by the County of Ocean, if feasible, and without incurring additional vehicle damage. The Vendor must extricate passenger vehicles from snow, mud, water, ditches, or other off-road areas, to a passable, established road/thoroughfare, where the vehicle can then be safely reached from the hard road surface by towing/flatbed equipment.

The Vendor shall be compensated in accordance with the all-inclusive awarded hourly rate for Winching & Extrication Services. The Vendor will be paid a minimum of two (2) hours at the awarded hourly rate for each call out for Winching & Extrication Services performed by the Vendor. The hourly rate shall begin when the Vendor arrives at the scene, and shall end when the Vendor has completed the service.

The hourly rate shall be rounded up to the nearest fifteen (15) minute interval. For example, if a Winching & Extrication Services job takes three (3) hours and nine (9) minutes, the Vendor will be paid for three (3) hours and fifteen (15) minutes (3.25 hours) at the corresponding awarded rate. If a job takes one (1) hour and thirty (30 minutes), the Vendor will be paid for two (2) hours at the corresponding awarded rate. The hourly rate for Winching & Extrication Services shall be a flat rate and shall not be subject to overtime or off-hour increases in pricing.

METHOD OF AWARD

Contract shall be awarded on a lump sum by section basis. The County reserves the right to award to the two (2) lowest vendors per section. Work orders shall be placed with the lowest vendor first and, if the Vendor is unable to perform the work or meet the time constraints of the County, the County may then offer the job to the next low vendor. If the low vendor already has three (3) or more jobs pending completion and new work needs to be done, the County reserves the right to move to the next low vendor in order to avoid any delay in job completion.

INVOICING

Each service call or request shall generate a separate invoice detailing all charges and itemizing such by the awarded bid items. An invoice shall be generated after work has been performed and submitted to an authorized County representative within two (2) weeks.

All invoices must include the following documentation, if applicable:

- Date of the requested service
- Pick up location and drop-off location
- Mileage to and from each location
- Itemization of each separate pricing line item amount billed

Note: If the invoice references Item #7 or #14, "*Reimbursable Towing Related Costs*", the vendor must submit receipts to the County of Ocean for review and approval prior to payment being processed.

Vendor must invoice for all documented time used performing work and indicate which pricing line items were used, even if vendor's pricing is zero dollars.

LICENSES AND PERMITS

The Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform services under this contract. Notwithstanding the requirements of this bid, the Vendor shall supply the County of Ocean with evidence of all such licenses, permits and authorizations. This evidence will be required prior to contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor.

INSURANCE

The Vendor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide thirty (30) days written notice of cancellation or material change to the County of Ocean. If the Vendor's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Vendor to provide the same. The Vendor shall provide the County of Ocean with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. The Vendor shall not begin to provide services or goods to the County of Ocean until evidence of the required insurance is provided.

INSURANCE (CONT'D)

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the County of Ocean, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The County of Ocean must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the County of Ocean’s behalf or on County of Ocean controlled property;
- C. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

CONTRACTOR'S DATA SHEET

As evidence of the bidder's qualifications, he shall complete and submit with this bid proposal, the "Contractor's Data" Sheet information. This information shall be required prior to any contract award.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been performing these services: [Click or tap here to enter text.](#)

The number of personnel that will be available to work in this contract: [Click or tap here to enter text.](#)

Name(s) of supervisor(s) to be assigned to work on this contract. Please include the length of time these individuals have been employed by your firm.

Name: [Click or tap here to enter text.](#) Name: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#) Email: [Click or tap here to enter text.](#)

Years Employed by Firm: [Click or tap here to enter text.](#) Years Employed by Firm: [Click or tap here to enter text.](#)

Locations of bidder's facility where bidder's equipment may be inspected:

Name: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name: [Click or tap here to enter text.](#)

Phone Number: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Name: [Click or tap here to enter text.](#)

Phone Number: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Name of Insurance Company: [Click or tap here to enter text.](#)

Name of Insurance Representative: [Click or tap here to enter text.](#)

CONTRACTOR'S CLIENT LIST

Please provide a list of past and current contracts that your company has held similar in nature to this one. Provide the duration of the contract, description of services provided, and type of equipment serviced. Include the name of a person with a phone number the County may contact for a reference. Upload additional pages under the "Additional Vendor Documentation" question in the Vendor Questionnaire, if needed.

Client: Click or tap here to enter text.

Currently Under Contract? Yes No

Name & Phone Number of Contact: Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Description of Equipment and Services Provided Under Contract: Click or tap here to enter text.
Provide additional sheets if necessary

Client: Click or tap here to enter text.

Currently Under Contract? Yes No

Name & Phone Number of Contact: Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Description of Equipment and Services Provided Under Contract: Click or tap here to enter text.
Attach additional sheets if necessary

Client: Click or tap here to enter text.

Currently Under Contract? Yes No

Name & Phone Number of Contact: Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Description of Equipment and Services Provided Under Contract: Click or tap here to enter text.

BIDDER Click or tap here to enter text.

DATE Click or tap here to enter text.

Definition: "Winching" means the process of moving a motor vehicle by the use of chains, nylon slings or additional lengths of winch cable from a position that is not accessible for direct hookup for towing a motor vehicle. "Winching includes recovering a motor vehicle that is not on the road and righting a motor vehicle that is on its side or upside down, but does not include pulling a motor vehicle onto a flatbed tow truck.