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

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

BID

***REPAIR SERVICES FOR VEHICLES AND EQUIPMENT WITH GVWR
15,000 LBS. OR GREATER***

2024

***ADVERTISEMENT DATE: January 31, 2024
OPENING: February 21, 2024, 11:00 am***

***Bid Category: 04- Automotive Products, Vehicles and Services
16- Maintenance and Repair of Equipment***

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **REPAIR SERVICES FOR VEHICLES AND EQUIPMENT WITH GVWR 15,000 LBS. OR GREATER** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Wednesday, February 21, 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	January 31, 2024
Bid Opening Date	February 21, 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 Wednesday, February 21, 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 line item basis. The County reserves the right to award two (2) contracts per line item.

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

Manufacturer's Certification*

Bidders providing a bid proposal for OEM maintenance/repairs (Category 1) must submit with bid a certification from the manufacturer (OEM) of each brand bid that the bidder is authorized to maintain/repair its brand. For example, bidders bidding on price line 11 must provide a certification from Chevrolet that the bidder is authorized to service Chevrolet brand vehicles.

Please upload your Manufacturer's Certification(s) here.

*Response required

% DISCOUNT FOR ITEM 88*

Enter your company's discount % off parts for Item 88.

Parts: Percentage discount from manufacturer's suggested retail price list. For bid purposes assume parts at \$280,000.00.

*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

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 two (2) years 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.

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.

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.

FAIR MARKET PRACTICES

The Purchasing Agent reserves the right to check and inspect the books of all contractors to assure and make certain that the discounts offered to the County are the same or lower than those charged to other customers for like work.

AVAILABILITY

All service work is to be completed within (7) seven days from the time a vehicle is delivered for service.

DESIGN

Replacement parts and materials shall be of good commercial quality, OEM or equal, for the intended service and shall be produced by use of current manufacturing processes and treated to resist rust, corrosion and wear. The design of mechanical members offered, shall be such that the stress imposed through normal shock loads at maximum engine torque, shall not cause rupture or permanent deformation or undue wear on any member.

GUARANTY

Replacement parts shall be unconditionally guaranteed for a minimum of one (1) year. The manufacturer's warranty shall apply, if greater.

The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.

The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies and deliverables furnished under this Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services under the Contract shall not be construed as a waiver by the County, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

The acceptance of, approval of or payment for any of the services performed by the Contractor under the contract shall not constitute a release or waiver of any claim the County, has or may have for latent defects or errors or other breaches of warranty or negligence.

AWARD

Each brand/group/price line item in a category shall be awarded separately. Two awards, one primary and one secondary, shall be made for each price line item. Bidders who bid on labor must bid on the parts associated with that item. All bidders must bid on both labor and parts.

Failure to do so will cause the rejection of your bid for that item. Parts consist of OEM and non-OEM products.

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.

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.

CONTRACT SPECIFIC DEFINITIONS

Major Maintenance and Repairs – Preventive Maintenance services, such as tune-up and engine/transmission/brake service, and repairs, such as engine and transmission repairs will be considered major services. Only upon mutual agreement between the ordering agency and the contractor on number of major service labor hours shall the service work begin.

Minor Maintenance and Repairs – Preventive maintenance services, such as lube oil and filter replacement and tire rotation, and repairs, such as windshield wiper repairs, will be considered minor services. Only upon mutual agreement between the ordering agency and the contractor on the number of minor service labor hours shall the service work begin.

OEM (*Original Equipment Manufacturer*) Maintenance and Repairs – Maintenance and repair services provided by an OEM dealer, routinely, but not necessarily, using OEM parts.

OEM Parts - OEM Parts are new parts, which are designed, manufactured and/or approved by the original equipment manufacturer and supplied by its dealer/distribution network for use in its equipment. Ford OEM parts, for example, are the parts designed, manufactured and/or approved by the Ford Motor Co. and supplied by its dealer/distribution network for use in its trucks.

Non-OEM Maintenance and Repairs – Repairs provided by a non-OEM dealer, routinely, but not necessarily, using non-OEM parts.

Non-OEM Parts - Non-OEM parts are new replacement parts, which are designed, manufactured and approved by a manufacturer other than OEM. Non-OEM parts supplied under contracts resulting from this RFP must meet or exceed quality of OEM parts and comply with all OEM recommendations for replacement parts.

GVWR - Gross Vehicle Weight Rating: the maximum legal weight carrying capacity of a vehicle, including its own weight, as published by the vehicle/chassis manufacturer. Example: Ford F550 or GMC/Chevrolet/Dodge 5500 or higher.

Aftermarket equipment/Component – Any equipment/component – utility body, snow plow, crane, lift gate or the like – installed on the vehicle chassis by manufacturer or installer other than the chassis manufacturer.

Service – Any preventative maintenance and/or repair work specified in this bid. The repair service will include replacement and/or overhaul of minor and major components of heavy duty vehicles/equipment covered under this bid.

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

Please see "Attachments", "Project Documents" for detailed specifications.

Pricing Proposal

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Contact Name & Phone #:	Comments
Category 1: OEM Repairs and Preventive Maintenance: Major								
1	Altec	260	HR					
2	Allison Transmission	50	HR					
3	American Rolloff	50	HR					
4	Aquatech	50	HR					
5	Blue Bird	50	HR					
6	Braun	25	HR					
7	Camel	50	HR					
8	Case IH	60	HR					
9	Case Construction	50	HR					
10	Caterpillar Construction	1,000	HR					
11	Chevrolet	50	HR					
12	Collins	25	HR					
13	Cummins	50	HR					
14	Detroit Diesel	50	HR					
15	Eldorado	25	HR					
16	Elgin	50	HR					
17	Elliot	50	HR					
18	Extec	50	HR					
19	Ford Heavy Duty Trucks	50	HR					
20	Freightliner	50	HR					
21	General Motors	50	HR					
22	Girardin	50	HR					
23	Glaval	25	HR					
24	Goodall	50	HR					
25	Goshen	50	HR					
26	International Bus	50	HR					

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Contact Name & Phone #:	Comments
27	International	150	HR					
28	Isuzu	50	HR					
29	John Deere	70	HR					
30	Kenworth	50	HR					
31	Komptech	50	HR					
32	Kubota	50	HR					
33	Mack	75	HR					
34	McCloskey	50	HR					
35	New Holland Agriculture	120	HR					
36	New Holland Construction	50	HR					
37	Peterbilt	50	HR					
38	Powerscreen	50	HR					
39	Ricon	50	HR					
40	Schwarze	50	HR					
41	Startrans	50	HR					
42	Stellar Crane	50	HR					
43	Sterling	50	HR					
44	Supreme	50	HR					
45	Sweeprite	50	HR					
46	Sweepster	50	HR					
47	Terex	50	HR					
48	Thomas	50	HR					
49	Vac Con	50	HR					
50	Vactor	50	HR					
51	Vermeer	50	HR					
52	Versalift East	50	HR					
53	Volvo	50	HR					
54	Western Star	50	HR					
Category 2: Non-OEM Chassis Preventive Maintenance: Major								

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Contact Name & Phone #:	Comments
55	Category 2: Non-OEM Chassis Preventive Maintenance: Major	50	HR					
Category 3: Non-OEM Chassis Repairs: Minor								
56	Category 3: Non-OEM Chassis Repairs: Minor	50	HR					
Category 4: Non-OEM Chassis Repairs: Major								
57	Category 4: Non-OEM Chassis Repairs: Major	500	HR					
Category 5: Non-OEM Repairs: Hoist & Cranes								
58	Category 5: Non-OEM Repairs: Hoist & Cranes	50	HR					
Category 6: Non-OEM Repairs: Lift Gates								
59	Category 6: Non-OEM Repairs: Lift Gates	50	HR					
Category 7: Non-OEM Repairs: Wheelchair Lifts								
60	Category 7: Non-OEM Repairs: Wheelchair Lifts	50	HR					
Category 8: Non-OEM Repairs: Hydraulic Systems & PTO's								
61	Category 8: Non-OEM Repairs: Hydraulic Systems & PTO's	100	HR					
Category 9: Non-OEM Repairs: Snow Plows and Spreaders								
62	Category 9: Non-OEM Repairs: Snow Plows and Spreaders	50	HR					
Category 10: Non-OEM Repairs: Winches								
63	Category 10: Non-OEM Repairs: Winches	50	HR					
Category 11: Non-OEM Repairs: Seats								
64	Category 11: Non-OEM Repairs: Seats	50	HR					
Category 12: Non-OEM Repairs: Truck Bodies & Trailers								
65	Category 12: Non-OEM Repairs: Truck Bodies & Trailers	500	HR					
Category 13: Non-OEM Repairs: Gauges								

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Contact Name & Phone #:	Comments
66	Category 13: Non-OEM Repairs: Gauges	50	HR					
Category 14: Non-OEM Repairs: Pressure Washers								
67	Category 14: Non-OEM Repairs: Pressure Washers	50	HR					
Category 15: Non-OEM Repairs: Tools								
68	Category 15: Non-OEM Repairs: Tools	50	HR					
Category 16: Non-OEM Repairs: Engines								
69	Category 16: Non-OEM Repairs: Engines	500	HR					
Category 17: Non OEM Repairs: Radiators, Heat Exchanges, Heater Coolers, Oil Cooler, Intercoolers								
70	Category 17: Non OEM Repairs: Radiators, Heat Exchanges, Heater Coolers, Oil Cooler, Intercoolers	200	HR					
Category 18: Non-OEM Repairs: Exhaust								
71	Category 18: Non-OEM Repairs: Exhaust	50	HR					
Category 19: County Location Repairs								
72	Aladdin Pressure Washer	60	HR					
73	Altec	75	HR					
74	Cyclonator	25	HR					
75	Hydraulic Systems	80	HR					
76	McCloskey	50	HR					
77	PSC Pressure Washer	50	HR					
78	Riveer	50	HR					
79	Vermeer	50	HR					
80	Versa Lift East	50	HR					
Category 20: Parts Repair/Rebuild								
81	Radiators, Heat Exchanges, Heater Cooler, Oil Cooler, Intercoolers	50	HR					
82	Hydraulic Rams	350	HR					

Line Item	Description	Est. Qty.	Unit of Meas.	Unit Price	Total Price	No Bid	Contact Name & Phone #:	Comments
83	Hydraulic Pump Motors	75	HR					
84	PTO	50	HR					
85	Starters	50	HR					
86	Alternators	50	HR					
87	Fuel Tanks	50	HR					
Group/Price Line 85:								
88	Parts: Percentage discount from manufacturer's suggested retail price list. For bid purposes assume parts at \$280,000.00. Calculate percentage of discount on parts by multiplying \$280,000.00 by your discount (show bid discount IN COMMENTS AND IN THE VENDOR QUESTIONNAIRE) Example: \$200,000.00 by 11%=\$22,000.00 or \$200,000.00 by .11=\$22,000.00 Show retail cost of parts minus discount % in the space provided at the right under UNIT COST \$280,000.00-(\$280,000.00 x _____%)=	280,000	LS					

SCOPE OF WORK

This bid covers all major OEM and non-OEM maintenance and repair, represented by 20 Categories and 84 price lines.

OEM maintenance and repairs are covered under Category 1 and non-OEM Categories 2 through 20.

Two (2) awards shall be made for each OEM and non-OEM price line. Price line number 88 will be awarded to all those who are awarded any of the price lines 1 through 87.

Category 20 is reserved for parts removed from a vehicle or piece of equipment by the County that shall be picked up, repaired at the successful bidder's location, and delivered back to the County. Hourly labor rates shall be billed for actual repair time, not travel time to and from the County location.

The last price line shall be utilized for pricing of pre-authorized parts installed in a repair for any of the 20 categories of equipment. Bidders shall bid a firm percentage discount from Manufacturer's suggested retail price list. This contract shall not be used for any parts only purchases. Rebuilt or re-manufactured parts can be used with prior approval from the ordering agency.

Maintenance and repair services provided shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty are not be contrary to any OEM specifications and/or recommendations for part replacement and repairs. Any faulty part must be replaced by the contractor at no additional cost. (See Guaranty section for further requirements.) At the time of ordering, the contractor will provide warranty for the services to be performed. Upon completion of the ordered services, the contractor shall provide proper documentation specifying the warranty of the services performed and any warranty forms.

Bidders must have their maintenance/repair facility in compliance with all latest applicable Federal, State and local requirements, licensed to operate and perform the maintenance and repair services specified in this Bid, and possess all tools, equipment and personnel necessary to satisfactorily provide all maintenance and repair services specified.

Bidders must have a full service repair facility with at least two bay areas. The bidders repair facility must be within a 100 mile radius of the County's main repair center located at 152 Chestnut Street, Toms River, NJ 08753.

All parts, unless instructed otherwise by the ordering agency, that are removed in the maintenance/repair of a vehicle must be returned to the ordering agency upon completion of the ordered service work. Failure to do so may delay payment.

Only after diagnostic services are performed, written quotation is submitted to the ordering agency and a written authorization is secured from the ordering agency shall the contractor begin the service work. Any repair services and/or parts that the contractor deems necessary beyond the original repair request, must first be approved in writing by the ordering agency. If diagnostics are needed and the County determines not to have repairs performed, the vendor shall be paid according to the "Hourly Rate" indicated on their bid proposal pricing line.

Contractors shall be responsible for compliance with all Federal, State and local standards and regulations. No additional charges will be accepted for the proper disposal of any used parts or fluids, such as motor oil or antifreeze.

QUOTES

The term quote, proposal, and estimate are used interchangeably and shall mean the same. The County does not pay for quotes. When quotes are requested, the response time shall be no more than 48 hours maximum. The County does not pay fixed fees and will pay only for the actual number of hours authorized and worked. The County may request the Contractor to engage in investigative and design work not part of typical quotations. With County advanced approval, Contractor may invoice for associated labor.

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list including discount % applied.

PRICING

The bidder must submit its pricing using the format set forth in the County supplied price sheet(s) which are part of this Bid. Failure to submit all information required will result in the bid being considered non-responsive.

Bidders shall bid a firm, fixed hourly rate for the repairs in the “Hourly Rate” column, by entering the hourly rate bid in the “Hourly Rate” column on the specific lines on price sheets. A bidder’s entry in the “Hourly Rate” column shall be considered a firm price per hour. For example, entry of “50” shall be considered “\$50 per hour”. If the bidder leaves the “Hourly Rate” column blank on any repair price line, it shall be considered that the bidder provided no bid proposal for that price line. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

Each price line item shall be awarded separately and two (2) awards shall be made for each price line item for OEM and Non-OEM categories. Vendors awarded any of the hourly line items shall also be awarded the part line item.

All prices for category 19 shall be firm and include travel time for providing service at any of the County locations. Vendor travel costs must be incorporated in the bid proposal price. Hourly labor rates begin with vendor’s arrival on site and end when the vendor leaves the site.