

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

FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT

2022

ADVERTISEMENT DATE: November 2, 2022 OPENING: November 22, 2022, 11:00 am

Bid Category: 09-Food, Equipment and Related Services

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on Tuesday, November 22, 2022 at 11:00 am, prevailing time.

Bids will be received electronically via the <u>County's OpenGov Electronic Bid Portal</u> (https://procurement.opengov.com/portal/oceancounty/)

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

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

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

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

Signed:

JOHN P. KELLY, Director

JENNIFER L. BOWENS, Purchasing Agent

CONTACT INFORMATION AND PROJECT TIMELINE

Summary

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

Contact Information

For further information regarding these specifications, contact

Jessica Hannold Buyer Email: <u>ocpurchasing@co.ocean.nj.us</u> Phone: (732) 929-2103 Department: Corrections

Timeline

Advertising Date	November 2, 2022
Bid Opening Date	November 22, 2022, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

Instructions for Electronic Bid Submission

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

Sign up for a FREE account at https://secure.procurenow.com/signup.

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

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

Follow the instructions to submit the electronic bid.

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

INSTRUCTIONS TO BIDDERS

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, November 22, 2022.

Electronic Bid Submissions

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

Deadline Instructions

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

Completion of all Documents

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

Right to Reject

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

Bidder Default

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

Indemnity

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

Specifications

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

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

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

Pricing

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

Payment

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

Discrepancy in Pricing

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

Award Timeframe

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

Equal or Tie Bids

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

Tax Exempt

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

Equivalent Product

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

Quantities

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

Delivery of Goods and Services

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

American Goods and Products

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

Market Conditions

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

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

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

Assignment

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

NJ One Call

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

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

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

• All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.

• Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.

• Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

Prevailing Wage & Labor Laws

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

Special Surety Bid Requirements for Certain Construction Projects

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

New Jersey Business Registration Requirements

Pursuant to <u>N.J.S.A.</u> 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 <u>N.J.S.A.</u> 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 <u>www.elec.state.nj.us</u>.

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.

AWARD METHOD

Contract will be awarded on a lump sum basis.

VENDOR QUESTIONNAIRE

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). This form will be made available to the Contractor by the County of Ocean.

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

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

Copy of Bidder's New Jersey Business Registration Certificate

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

Use this link to verify your company's BRC:

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

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

Mandatory Equal Employment Opportunity Statement*

Does the BIDDER comply with the <u>#Mandatory Equal Employment Opportunity Statement</u>?

□ Yes

□ No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the <u>#Americans with Disabilities Act Provisions</u>?

☐ Yes☐ No*Response required

Public Works Registration Certificate

All workers performing public works activities for subcontractors awarded contracts by an energy services company pursuant to this section shall be paid prevailing wages in accordance with the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11-56.25 et seq.). All subcontractors shall comply with the provisions of "The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48 et seq.). Only firms appropriately classified as contractors by the Division of Property Management and Construction shall be eligible to be awarded a contract as a subcontractor of an energy services company under this section for performing public works activities pursuant to regulations adopted by the Division of Property Management and Construction.

Bidder shall provide with their bid a copy of the Public Works Registration Certificate for all Public Works Bids.

CERTIFICATION OF NON-DEBARMENT FOR PUBLIC WORKS CONTRACTS*

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency. The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership. Please complete the Certification of Non-Debarment form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

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.

<u>Please note: The County's preferred method of submission is DocuSign.</u>

Click here to go to the form *Response required

Certificate of Insurance

Please upload your Certificate of Insurance for FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT.

Descriptive Literature and Warranty Details*

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

*Response required

Compliance Pages for FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT*

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

• <u>COMPLIANCE_PAGES_-_FURNISHI...</u>

*Response required

Security Clearance*

All vendors performing work inside of a correctional facility are subject to security clearance and background checks. By confirming below, the bidder understands that upon award of contract security clearance forms may be required before access is granted to the facility. The Corrections Department will reach out to the awarded contract to coordinate this requirement.

Please confirm*Response required

ADDITIONAL VENDOR DOCUMENTATION

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

Acknowledgement of Submission of Forms from Current Bid Package*

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

□ Please confirm

*Response required

Submission of Bid Package*

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

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

□ Please confirm *Response required

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

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

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

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

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

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.

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.

MODEL INFORMATION REQUIRED

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

AVAILABILITY AND DELIVERY

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

TRANSITIONAL PERIOD

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

COMPLIANCE TO MINIMUM BID REQUIREMENTS / EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of a new and unused FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

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

CURRENT BID RESULTS

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

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

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

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK

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

PRICING PROPOSAL

FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	Comments
	Furnishing, Delivery and Installation of Kitchen Equipment for the Corrections Department, As Specified, or Equal	1	LS			
TOTAL						

SCOPE OF WORK – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT Page 1 of 2

SCOPE OF THE WORK

The County of Ocean is accepting bids for the furnishing and installation of new kitchen equipment for the corrections department. Price shall include all labor and materials, including travel time. No additional travel time will be honored. Contractor shall provide all materials necessary to perform assigned work.

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. Price quoted shall include compliance with these laws.

The Contractor, as part of the work is to pay all taxes, fees, royalties, license fees, payments to subcontractors, bonds, tests, insurance set forth in the contract documents and permits other than those specifically excluded by the contract documents. The Contractor is to be responsible for all construction means, methods and procedures; the supervision of the work; the coordination of the work of contractors and subcontractors; work scheduling; job records; cleanup-disposal and restoration; safety and correction of defective work.

Contractor shall perform all work in accordance with all applicable codes and standards. Contractor is responsible for obtaining all necessary permits in order to perform the job. Contractor shall include all ancillary items accessories, not expressly indicated, or as might be found necessary as a result of field conditions, in order to complete the work as it is intended.

Contractor shall install all kitchen equipment in designated area as described by the Corrections Department. Installation shall be in accordance with manufacturer instructions.

All debris shall be cleaned up at the end of each workday no matter how incidental and taken from premises by contractor. Contractor shall leave premises clear of all debris and hazard free for the beginning of next business day.

Contractor is to coordinate work with Kevin McLafferty, Corrections Department at (732) 288-7631.

CERTIFICATE OF INSURANCE

All Contractors performing work in a County building shall submit with bid a Certificate of Insurance. Please upload your Certificate of Insurance in the appropriate question on the Vendor Questionnaire.

EXPERIENCE

Contractor shall have a minimum of two (2) years' experience in installation of kitchen equipment. Contractor shall be ready to provide proof of experience if requested by the County.

CONTRACTOR REQUIREMENTS

Contractor is required to furnish, setup, and install all items as specified in this bid. Contractor shall also be required to ensure all items are fully functional before the job is considered complete. Contractor shall test all items for functionality and performance and shall demonstrate workability to the Corrections Department staff. A Corrections Department staff member will sign off on all working components of the installation before any payments are made.

DEFINITION OF NORMAL SCHEDULED AND ALL OTHER WORK HOURS

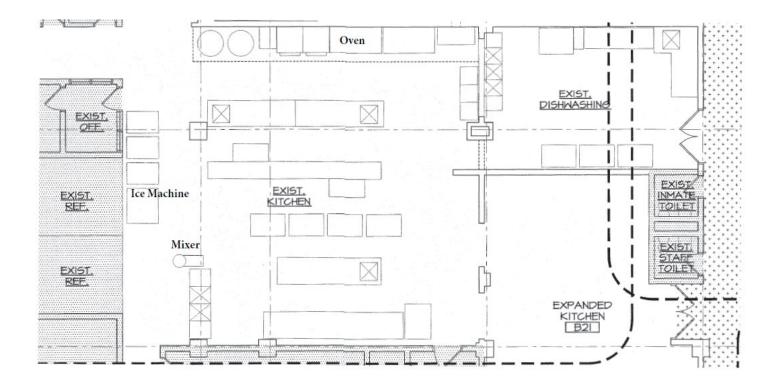
"Normal Scheduled" work hours are defined as any hours worked between 7:00 AM and 4:00 PM, Monday through Friday.

All other work hours are defined as any work performed outside of "Normal Scheduled" work hours, which may include holidays.

WORK COMPLETED

All work shall be completed during the evening hours when the kitchen is closed. Coordination of work hours shall be made with the Corrections Department. Employees may be required to execute a security clearance form before performing any work.

SCOPE OF WORK – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT Page 2 of 2



KITCHEN SCHEMATIC – CORRECTIONS DEPARTMENT

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT Page 1 of 7

<u>ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR</u> <u>THE CORRECTIONS DEPARTMENT</u>

	<u>YES</u>	NO
60", 10 OPEN BURNER GAS RANGE, SOUTHBEND MODEL 4601DD, AS SPEC	CIFIED OR	
EQUAL		
GENERAL	_	
Model: Southbend Ultimate Restaurant Range, or equal		
Commercial gas range $60-3/4$ " wide with a 37" high cooking top		
Ten (10) non-clog burners		
Standard grates		
Standing pilot		
Two (2) standard ovens with battery spark ignition		
Includes one (1) rack per oven		
Stainless steel front, sides, shelf & 6" adjustable legs		
420,000 BTU		
4" Stainless steel front rail, stainless steel front and sides		
Front located manual gas shut-off to entire range		
Four (4) removable, cast iron grate tops (rear holds up to 14" stockpot)		
Standing pilot for open top burners		
Battery spark ignition for oven bases		
Exterior Finish: Stainless steel front, sides and shelf standard.		
Range Top: 27" deep cooking surface		
Center-to-center measurements between burners not less than 12", side-to-side or		
front-to-back		
Two (2) removable one-piece drip trays provided under burners to catch grease		
drippings.		
Flue Riser: 22.5" high flue riser standard with heavy-duty shelf.		
Oven Door: Spring assisted, counterweight door.		
Oven Interior: Double sided, full porcelain enamel oven cavity, coved corners.		
Legs: 6" stainless steel adjustable legs standard (with casters).		
Pressure Regulator: Factory installed.		
Porcelain enamel interior measuring 14" high x 26" wide x 26.5" deep.		
Full sized pans fit both ways.		
One (1) rack with two-position side rails.		
	_	_
Warranty: 1-year warranty		

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT Page 2 of 7

ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT (CONT'D)

COMPLIANCE

CONVECTION OVEN CAS DI OD CETT MODEL ZEDUADE 100 C. 40 C	<u>YES</u>	<u>NO</u>
<u>CONVECTION OVEN, GAS, BLODGETT MODEL ZEPHAIRE-100-G, AS S</u> EQUAL	<u>PECIFIED, OR</u>	
GENERAL		
Natural Gas		
Double-deck		
Standard depth		
Capacity: Five (5) 18" x 26" pans per compartment		
Solid state infinite controls with 60 min. manual timer		
Two-speed fan		
Flue connector		
Dependent glass doors		
Interior light		
Stainless steel front, sides & top		
6" stainless steel legs		
100,000 BTU		
Two (2) 115v/60/1-ph, 6.0 amps		
2-wire with ground cord & plug		
1/2 hp		
Top Oven: Solid State infinite control with 60 min. manual timer		
Bottom Oven: Solid State infinite control with 60 min. manual timer		
One (1) set of at least four (4) 6" legs, adjustable, stainless steel		
Awarded vendor shall be responsible for venting the machine		
Exterior Construction		
Stainless steel front, top, sides and legs		
Dual pane thermal glass windows encased in stainless steel doorframes		
Powder coated door handle with simultaneous door operation		
Triple-mounted pressure lock door design with turnbuckle assembly		
Removable front control panel		
Solid mineral fiber insulation at top, back, sides and bottom		
Interior Construction		
Double-sided porcelainized baking compartment liner (14 gauge)		
Aluminized steel combustion chamber		
Dual inlet blower wheel		
Five (5) chrome-plated racks, eleven rack positions with a minimum of 1-5/8" (41mm) spacing		

(41mm) spacing

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENTFOR THE CORRECTIONS DEPARTMENTPage 3 of 7

<u>ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR</u> <u>THE CORRECTIONS DEPARTMENT</u> (CONT'D)

COMPLIANCE

NO

<u>YES</u> <u>CONVECTION OVEN, GAS, BLODGETT MODEL ZEPHAIRE-100-G, AS SPECIFIED, OR</u> <u>EQUAL</u> (CONT'D) Operation

1	
Dual Flow Gas system combines direct and indirect heat	
Electronic spark ignition control system	
Removable dual tube burners	
Pressure regulator and manual gas service cut-off valve located in front control area	
Air mixers with adjustable air shutters	
Solid-state thermostat with temperature control range of 200°F to 500°F	
Two-speed fan motor	
1/2 horsepower blower motor with automatic thermal overload protection	
Control area cooling fan	
Interior oven lights	

ELECTRIC FOOD SLICER, GLOBE MODEL SG13, AS SPECIFIED, OR EQUAL

GENERAL

Heavy Duty Advanced Slicer, Manual Operation	
Tilting carriage accommodates up to 13.75" H X 8" D X 11" W large products	
Carriage tilt interlock – prevents knife exposure when carriage is tilted and prevents	
slicer from operating	
13" steel knife	
LCD display	
4-hour cleaning notification	
Top-mounted removable sharpener with synthetic diamond surfaces	
Knife cover interlock	
Home start	
Close to stop	
Interlocked tilting carriage	
Auto on/off with adjustable timer	
Kickstand	
Seamless anodized aluminum base	
1/2 HP continuous knife motor	
115v/60/1-ph, 2.0 amps	
No Voltage Release prevents inadvertent reactivation of slicer in the event of interlock	
or power interruption	
Interlock prevents slicer operation without knife cover in place	
Made in USA	
2 year parts & labor slicer warranty	
lifetime sharpening stones warranty	

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT Page 4 of 7

<u>ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR</u> <u>THE CORRECTIONS DEPARTMENT</u> (CONT'D)

	COMPL	IANCE
	YES	<u>NO</u>
ELECTRIC FOOD CUTTER, HOBART MODEL 84145, AS SPECIFIED OR EQU	AL	
GENERAL		
Food Cutter with #12 attachment hub		
5-pound capacity		
14" stainless steel bowl		
1725 RPM knife rotation		
Pull/push on/off switch		
Electrical: 115/60/1 and 230/60/1		
Motor: 1/2 H.P., fan cooled, permanently lubricated ball bearings and totally enclosed	_	_
within the machine.		
Single-phase is capacitor start, induction-run.		
Switches: Single-phase is double-pole single throw.		
The bowl cover and switch are interlocked so that the machine cannot be turned on		
until the bowl cover is locked in place, nor can the bowl cover be raised with the switch in the "ON" position.		
Cond and Divers 6 foot flowible cond with rive non NEMA configuration		
Cord and Plug: 6 foot flexible cord with plug per NEMA configuration.		
Bowl : Rotates at 22 RPM. 1415/16" inside diameter. Forged from a single sheet of	_	_
stainless steel and easily removed for cleaning.		
Knives: Rotate at 1725 RPM. The blades, made of special cutlery grade stainless		
steel, are secured to a hub as a unit, which may be removed from the knife shaft		
without change of knife clearance adjustment.		
Stainless steel knife comb included.		
Base: One-piece burnished aluminum casting with plated steel of stainless steel and		
easily removed for cleaning.		
Standard Equipment : Consists of Food Cutter with 14" stainless steel bowl, cutlery grade stainless steel knives with stainless steel knife comb and 3" stainless steel legs		
with rubber feet.		
	_	_
Warranty: 1-year warranty on parts and labor		

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENTFOR THE CORRECTIONS DEPARTMENTPage 5 of 7

<u>ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR</u> <u>THE CORRECTIONS DEPARTMENT</u> (CONT'D)

COMPLIANCE

	<u>YES</u>	<u>NO</u>
7 QUART PLANETARY MIXER, VOLLRATH MODEL MIX1007, AS SPECIF	<u>AED OR EQU</u>	JAL
GENERAL Dispotenty Mixer, counterton		
Planetary Mixer, countertop		
7 quart Dimensions: 13-1/8" W x 17-3/4" D x 20-1/4" H		
5-speed direct drive transmission		
Digital timer with automatic stop Includes:		
safety guardstainless steel bowl		
flat beaterwire whisk		
dough hook Non-skid rubber base		
0-30 minute digital timer stops the mixer when timer ends		
1/3 HP		
110-120v/60/1-ph		
6 amps		
6-foot corded plug		
2 year warranty on parts		
1 year warranty on labor		
5 year warranty on belt		
5 year warranty on bert		
60 QUART PLANETARY MIXER, GLOBE MODEL SP60, AS SPECIFIED OR	R EQUAL	
GENERAL		
3-speed (fixed)		
Cast iron body		
60 qt. stainless steel bowl		
#12 attachment hub		
Includes:		
• stainless steel removable bowl guard with built-in ingredient chute		
 stainless steel wire whip 		
• aluminum flat beater		
• aluminum spiral dough hook		
• bowl truck		
Safety interlocked bowl lift		
Gear-driven		
High torque transmission		
Heat-treated hardened steel alloy gears & shafts		

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENTFOR THE CORRECTIONS DEPARTMENTPage 6 of 7

<u>ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR</u> <u>THE CORRECTIONS DEPARTMENT</u> (CONT'D)

	COMPL	JANCE
	YES	NO
60 QUART PLANETARY MIXER, GLOBE MODEL SP60, AS SPECIFIED OR E	<u>QUAL</u> (CO	ONT'D)
Thermal overload protection		
Front-mounted digital touchpad controls with 60-minute digital timer & last batch	_	_
recall		
Non-slip rubber feet		
Cast iron body		
Enamel gray finish		
3 HP motor		
6-foot cord and ground plug		
220v/60/1-ph		
2 year parts & labor warranty		
1 year parts only warranty on agitator and hub accessories		
BUN/SHEET PAN RACK, CHANNEL MANUFACTURING OR EQUAL		
GENERAL		
Bun Pan Rack		
All-Welded		
Economy Series		
Dimensions: 20.5" W x 26" D x 70.25" H; 34 Lbs.		
Aluminum Construction		
End Load		
3" Angle Spacing		
Minimum of twenty (20) 18" x 26" pans (two (2) per shelf)		
5" Swivel Stem Casters; Model # CSS450		
Made in USA		
Lifetime warranty against rust and corrosion.		
ICE MAKER WIT ICE BIN. CRESCENT-CUBE STYLE, MODEL KM-1900S J (3). HOSHI'	ZAKI.

ICE MAKER WIT ICE BIN, CRESCENT-CUBE STYLE, MODEL KM-1900S J (3), HOSHIZAKI, AS SPECIFIED, OR EQUAL

GENERAL	
Base Unit: 48"W	
Stackable	
Air-cooled	
Self-contained condenser	
Production capacity up to 1875 lb/24 hours at 70°/50°	
Stainless steel exterior	
Up to 1933 lbs. of ice production per 24 hours	
R-404A refrigerant	
Water Filtration System, triple configuration, 19.15" H (manifold & cartridge)	

COMPLIANCE PAGES – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR THE CORRECTIONS DEPARTMENT Page 7 of 7

<u>ITEM #1 – FURNISHING, DELIVERY AND INSTALLATION OF KITCHEN EQUIPMENT FOR</u> <u>THE CORRECTIONS DEPARTMENT</u> (CONT'D)

	<u>COMPL</u>	IANCE
	YES	NO
ICE MAKER WIT ICE BIN, CRESCENT-CUBE STYLE, MODEL KM-1900S J (3), HOSHĽ	ZAKI,
<u>AS SPECIFIED, OR EQUAL</u> (CONT'D)		
Minimum of 208v/60/1-ph		
14.5 amps		
Ice Bin: 48"W, top-hinged front-opening door, 800-lb ice storage capacity, for top- mounted ice makers with stainless steel exterior, painted legs included, protected with H-GUARD Plus Antimicrobial Agent.		
II-OUARD Flus Antimicioliai Agent.		
1-Year warranty on entire water filtration system & replaceable elements		
3-Year warranty for parts & labor on ice bin		
3-Year warranty for parts & labor on entire machine		
5-Year warranty for parts & labor on evaporator		
5-Year warranty for parts on compressor & air-cooled condenser		

WORK TABLE WITH STAINLESS STEEL TOP, EAGLE GROUP, SPEC-MASTER SERIES, AS SPECIFIED OR EQUAL

	COMPLIANCE	
	YES	<u>NO</u>
GENERAL		
Dimensions: 144"W x 30"D		
14/300 series stainless steel top, rolled edge on front & back		
Adjustable 18/300 series stainless steel undershelf with marine edge		
Uni-Lok, or equal, gusset system		
Eight (8) stainless steel legs & adjustable bullet feet		