

*John P. Kelly, Director  
Frank Sadeghi, Deputy Director  
Robert S. Arace, Commissioner  
Jennifer Bacchione, Commissioner  
Virginia E. Haines, Commissioner*



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

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

***REQUEST FOR PROPOSALS  
CONTROL SYSTEM ENGINEERING SERVICES FOR OCEAN COUNTY  
MOVABLE BRIDGES***

***ADVERTISEMENT DATE: January 16, 2025  
OPENING: February 6, 2025, 4:00 pm***

## ***REQUEST FOR PROPOSALS***

The Ocean County Board of Commissioners is requesting proposals for the services of a firm to provide services for **Control System Engineering Services for Ocean County Movable Bridges**.

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, February 6, 2025**.

Proposals 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.

The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

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

Signed:

**JOHN P. KELLY**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## *Introduction to Proposers*

### **Summary**

The Ocean County Board of Commissioners is requesting proposals for the services of a firm to provide services for Control System Engineering Services for Ocean County Movable Bridges.

### **Contact Information**

For further information regarding these specifications, contact

**Jennifer Bowens**

Purchasing Agent

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

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

**Department:**

Engineering

### **Timeline**

|                         |  |
|-------------------------|--|
| <b>Advertising Date</b> | January 16, 2025   |
| <b>RFP Receipt Date</b> | February 6, 2025, 4:00pm<br>Administration Building, 101 Hooper Ave.,<br>Room 119, Toms River, NJ, 08753 |

## *Instructions to Proposers*

### **INTRODUCTION**

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing Control System Engineering Services for Ocean County Movable Bridges for a one year contract term.

### **METHOD OF SUBMISSION**

The County of Ocean is accepting **only electronic proposals** for this RFP. Submitting your proposal manually is cause for rejection.

You may only provide one (1) final submission which includes one (1) cost proposal and one (1) technical proposal. ***DO NOT*** submit a hard copy of your electronic submission.

**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***

## ***Important Instructions for Electronic Submittal***

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.

## ***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](http://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.

## *Evaluation Criteria*

| No. | Evaluation Criteria   | Scoring Method  | Weight (Points)   |
|-----|---|-----------------|---|
| 1.  | <p><b>Responsiveness to the Request for Proposal</b></p> <p>1) Demonstrating thorough understanding of <u>all</u> project requirements (6)</p> <p>2) Technical quality and completeness of the proposal (3)</p> <p>3) Sensitivity to public concerns and interest (1)</p>   | Points Based    | <p style="text-align: center;">10<br/><i>(10% of Total)</i></p> |
| 2.  | <p><b>Experience and Knowledge of the Firm and Team Members</b></p> <p>1) Details of similar recent projects (10)</p> <p>2) Project team organization (10)</p> <p>3) Qualifications of the designated Staff (10)</p> <p>4) Experience of the designated Staff (10)</p> <p>5) Reference recommendations of the designated Project Manager and Team (10)</p>  | Points Based    | <p style="text-align: center;">50<br/><i>(50% of Total)</i></p> |
| 3.  | <p><b>Viability of Approach to the Project</b></p> <p>1) Detailed approach to tasks presented in the scope of work (20)</p> <p>2) Project tasks detailed within schedule (10)</p>   | Points Based    | <p style="text-align: center;">30<br/><i>(30% of Total)</i></p> |
| 4.  | <p><b>Cost</b></p> <p>Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:</p> <p><u>(lowest cost proposal) x (max points) = points awarded</u><br/>(amount of proposal being rated)</p> | Reward Low Cost | <p style="text-align: center;">10<br/><i>(10% of Total)</i></p> |

## *Scope of Work*

### **SCOPE OF WORK**

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFP document and Scope of Work.

## *Vendor Questionnaire*

### **OpenGov Vendor Account Verification\***

**I hereby confirm that I am logged into OpenGov using an account directly associated with the Business Name (and corresponding Tax ID number) as provided in all solicitation documentation.** I fully understand that, if awarded a contract with Ocean County, the company information listed in the Contract Information Field will be used for the preparation of all contract documents. *Failure to adhere to these requirements may result in the rejection of this bid.*

Please confirm

\*Response required

### **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
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

### **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

### **CONTRACT INFORMATION\***

Should your company be awarded a contract with Ocean County, please provide the contact name and address where the contract documents should be mailed.

\*Response required

**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:

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 New Jersey Business Registration Certificate**

A Valid BRC is required Prior to Award of Contract. Please upload your company's BRC.

Use the following link to check the status of your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

NOTE: a BRC is not required at the time of submission, only prior to award of the 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 PROPOSER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

\*Response required

**Americans with Disabilities Act Provisions\***

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

Yes

No

\*Response required

### **TECHNICAL PROPOSAL \***

Please upload your technical proposal for Control System Engineering Services for Ocean County Movable Bridges.

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

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

**Images (jpg, png, bmp, tif)**

\*Response required

### **COST PROPOSAL/ PRICE SCHEDULE\***

Please download the below document, complete, and upload.

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

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

**Images (jpg, png, bmp, tif)**

- [RFP- Control System Enginee...](#)

\*Response required

### **REFERENCES**

Please upload your references for Control System Engineering Services for Ocean County Movable Bridges.

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

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

**Images (jpg, png, bmp, tif)**

### **CONTACT PERSONS AND METHOD FORM**

Please download the below document, complete, and upload.

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

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

**Images (jpg, png, bmp, tif)**

- [RFP- Control System Eng. Sv...](#)

### **CERTIFICATE OF INSURANCE**

Please upload your Certificate of Insurance for Control System Engineering Services for Ocean County Movable Bridges.

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

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

**Images (jpg, png, bmp, tif)**

### **ADDITIONAL VENDOR DOCUMENTATION**

Please use this area to include additional paperwork you wish to be considered as part of this RFP.

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

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

**Images (jpg, png, bmp, tif)**

### **PROPOSAL SUBMISSION ACKNOWLEDGMENT\***

The County of Ocean is accepting only electronic proposals for this RFP. Submitting your proposal manually is cause for rejection. You may only submit one (1) proposal. **DO NOT** submit a hard copy of your proposal. Please confirm that you understand that the method of submission is electronic **ONLY** and that submitting a proposal manually is automatic cause for rejection.

Please confirm

\*Response required

### **SUBMISSION OF PROPOSAL FORMS\***

Proposers shall complete all documents and acknowledge all terms included with this package. 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. Failure to follow these instructions is cause for rejection.

Please confirm

\*Response required

## SCOPE OF WORK

### Intent

The purpose of these bid specifications is to provide the County of Ocean as-needed control system engineering services at Ocean County's two hydraulic movable bridges, including the following:

- Provide various hourly rates for both emergency and other scheduled control system repairs.
- Provide method of contact for times other than normal business hours (8am-5pm)
- Provide percentage of mark-up for parts/materials

### Qualifications

The control system vendor shall be a control system engineer having a minimum of 10 years experience in providing electrical control systems for movable bridges of various types, including bascule, utilizing programmable logic controllers. Such experience shall be demonstrated by identifying a minimum of five movable bridges for which the vendor has provided complete systems, including programmable logic controllers.

### Parts/Components

The control system vendor shall provide bridge control system parts/components that meet or exceed the existing and shall certify that doing so maintains the complete functioning system and ensures compatibility of equipment and suitability for the intended system functioning.

### General

Upon final acceptance of any modifications and or repairs, the control system vendor shall provide on-call warranty service on all parts and labor for a period of 1 year.

### Hourly Rates of On-Call Service

Hourly rates **do not** include parts, overnight expenses or meals and only pertain to actual hours worked on the site.

The rates requested shall be as follows:

- Hourly Rate, Control System Engineer:* This shall be a rate charged for a Control System Engineer's services during weekday normal working hours (8am-5pm).
- Hourly Rate, Support Staff:* This shall be a rate charged for Support Staff services during weekday normal working hours (8am-5pm).
- Weekend/Holiday/Night Hourly Rate, Control System Engineer:* This shall be a rate charged for a Control System Engineer's services when called for an emergency repair on a weekend, legal holiday, or hours between 5pm -8am.
- Weekend/Holiday/Night Hourly Rate, Support Staff:* This shall be a rate charged for Support Staff services when called for an emergency repair on a weekend, legal holiday, or hours between 5pm-8am.
- Overtime Rate, Control System Engineer:* This shall be a rate charged for a Control System Engineer's services when going beyond an 8-hour day.
- Overtime Rate, Support Staff:* This shall be a rate charged for Support Staff services when going beyond an 8-hour day.

- g) *Travel*: This shall be the rate charged for costs of Control System Engineer and/or Support Staff to get from the vendor's place of business to either the Beaver Dam Bridge or Mantoloking Bridge for an emergency. **Only one** travel expense will be paid for each call-out, regardless of how many vehicles used.

**CONTACT PERSONS AND METHOD:**

Please complete the required form provided in the Vendor Questionnaire.

**COMPENSATION**

**Method of Measurement:**

The rate for Control System Engineer will be measured by the hour.

The rate for Support Staff will be measured by the hour.

Each travel request shall be measured by the unit.

**Basis of Payment:**

| <u>Payment Item</u>                                  | <u>Pay Unit</u> |
|--|-----------------|
| Control System Engineer                              | Hour            |
| Support Staff  | Hour            |
| Control System Engineer (Weekend/Holiday/Night Rate) | Hour            |
| Support Staff (Weekend/Holiday/Night Rate)           | Hour            |
| Control System Engineer (Overtime Rate)              | Hour            |
| Support Staff (Overtime Rate)                        | Hour            |
| Travel   | Unit            |

**SELECTION CRITERIA**

Proposal Evaluation: All proposals will be reviewed to determine if they are responsive. A committee, using the criteria set forth herein, will then evaluate responsive proposals.

- 10% Responsiveness to the Request for Proposal**
- 50% Experience and Knowledge of the Firm and Team Members**
- 30% Viability of Conceptual Approach to the Project**
- 10% Cost**

Responsiveness to the Request for Proposal includes:

- 1) Demonstrating thorough understanding of all project requirements (6)
- 2) Technical quality and completeness of the proposal (3)
- 3) Sensitivity to public concerns and interest (1)

Experience and Knowledge of the Firm and Team Members includes:

- 1) Details of similar recent projects (10)
- 2) Project team organization (10)
- 3) Qualifications of the designated Staff (10)
- 4) Experience of the designated Staff (10)

5) Reference recommendations of the designated Project Manager and Team (10)

Viability of Approach to the Project includes:

- 1) Detailed approach to tasks presented in the scope of work (20)
- 2) Project tasks detailed within schedule (10)

Cost:

Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:

$$\frac{(\text{lowest cost proposal}) \times (\text{max points})}{(\text{amount of proposal being rated})} = \text{points awarded}$$

**\*\* 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.

**PROPOSAL SUBMISSION REQUIREMENTS**

All responses to the Request for Proposal (“RFP”):

1. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
2. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

**AWARD**

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

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

**INDEMNITY CLAUSE**

The proposer, 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.

## **INSURANCE REQUIREMENTS**

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker'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 shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

### Comprehensive Automobile Liability, if applicable, 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 Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

### Professional Liability

Errors and Omissions Coverage - not less than \$1,000,000.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested) and must state the County of Ocean is additionally insured.

## **ADDITIONAL INFORMATION**

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

Payments will be made upon the approval of vouchers submitted by the successful proposer 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.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

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

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

### **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](http://www.elec.state.nj.us).

### **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.

### **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, the “person or entity” (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not “engaging in prohibited activities in Russia or Belarus” (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

Vendors may view the Precluded Entities List Here:  
<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

### **TRANSITIONAL PERIOD** (excluding Professional Contracts)

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 month, at the County’s request.

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

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 [www.state.nj.us/treasury/revenue/busregcert.shtml](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.

## **COMPLETION OF DOCUMENTS**

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

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE 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](http://www.state.nj.us/treasury/contract_compliance))

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

# ***AMERICANS WITH DISABILITIES ACT***

## **Equal Opportunity for Individuals with Disabilities**

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

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

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

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

**CONTACT PERSONS AND METHOD:** (please type in required fields)

8am- 5pm Weekdays

Contact Person: \_\_\_\_\_

Contact Method (phone, cell, e-mail): \_\_\_\_\_

5pm- 8am Weekdays

Contact Person: \_\_\_\_\_

Contact Method (phone, cell, e-mail): \_\_\_\_\_

Weekends/Holidays

Contact Person: \_\_\_\_\_

Contact Method (phone, cell, e-mail): \_\_\_\_\_

Please provide any alternatives, if necessary:

Contact Person: \_\_\_\_\_

Contact Method (phone, cell, e-mail): \_\_\_\_\_

**PRICE SCHEDULE**

| <b>Item #<br/>Qty.</b> | <b>Description</b>                                 | <b>Est.</b> | <b>Unit of<br/>Measure</b> | <b>Unit<br/>Price</b> | <b>Total<br/>Price</b> |
|------------------------|--|-------------|----------------------------|-----------------------|------------------------|
| 1.                     | Control System Engineer                            | 180         | Hour                       | _____                 | _____                  |
| 2.                     | Support Staff                                      | 60          | Hour                       | _____                 | _____                  |
| 3.                     | Control System Engineer<br>(Weekend/Holiday/Night) | 60          | Hour                       | _____                 | _____                  |
| 4.                     | Support Staff<br>(Weekend/Holiday/Night)           | 60          | Hour                       | _____                 | _____                  |
| 5.                     | Control System Engineer<br>(Overtime)              | 60          | Hour                       | _____                 | _____                  |
| 6.                     | Support Staff<br>(Overtime)                        | 60          | Hour                       | _____                 | _____                  |
| 7.                     | Travel (per call)                                  | 15          | Unit                       | _____                 | _____                  |

***Parts/materials***

8. Calculate percentage of mark-up charge  
On parts/components net prices. For bid  
Purposes assume \$30,000.00

Multiply \$30,000.00 by your standard mark-up  
(show bid mark-up here) \_\_\_\_\_%

Example: \$30,000.00 x 5% = \$1,500.00  
Or \$10000.00 x 0.05 = \$500.00

Write the result as underlined in the example

Above in the space provided at the right.

\$30,000.00 x (\_\_\_\_%) + \$30,000.00 = \$\_\_\_\_\_

**TOTAL (Add Item #s 1-8) \$\_\_\_\_\_**