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**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

COMPETITIVE CONTRACT

PROPOSAL

FOR

Kayak Kiosk Services

NOTICE OF COMPETITIVE CONTRACTING PROPOSAL

Kayak Kiosk Services

The Ocean County Parks and Recreation Department is seeking sealed proposals for Kayak Kiosk Services. Kiosk will be an unmanned standalone unit which functions via an application program operated by the vendor. Expected hours of operation will be Dawn to Dusk year round with the ability to adjust. The proposed location of the unit to be installed is A. Paul King County Park in Manahawkin NJ. A. Paul King County Park is a suitable location due to its high traffic in the summer, and its unique location on a 48 acre former mill pond.

Specifications:

A. **EQUIPMENT & INITIAL LAUNCH:** Operator will make available Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- Four (4) sit-on-top single user kayaks, with associated paddles and lifejackets.
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.
- The County reserve the right to add additional kiosks at any point during the contract at any county owned property. The activation fee associated with the additional unit(s) will be the same as the current rate.

B. **SIGNAGE:** Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for County approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. **CUSTOMER SUPPORT:** Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. **MARKETING:** Operator shall develop and deliver to County a custom website designed to market the Rental Station Services prior to launch, at no cost to County.

E. **MAINTENANCE:** Operator's maintenance personnel will visit the Premises to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service. Operator shall be responsible for replacing any damaged units at no cost to county.

F. **RENTAL FEES:** Rental Fees shall be set by the County at time of contract signature. Operator may only adjust rental fees with written approval of The County.

1. **TERM:** The Term shall commence on the Effective Date and shall continue for a period of 3 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term"). A maximum of two extensions, each one (1) year in length can be added after the original three (3) year term based on the approval from both parties. The terms in the extension years will be the same as the Initial Term.

2. Revenue Share. County shall receive a minimum of 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs. Non-standard repairs shall include:
 - (a) moving the locker to a new location on Premises, on written request of the County.
 - (b) damage to the locker or equipment there in due to vandalism, natural disasters, or negligence of the County.

3. Revenue Share Payment. Revenue share payments shall be paid by Operator to County on an annual basis by check, mailed to an address as designated by the County. The County can at any time request full access to the rental logs to confirm proper payment.

Contractor Shall Provide with Submission:

- Demonstration that Kiosks to be provided meet minimum specifications as set forth in the scope of work
- Minimum of 2 years' experience in administering and monitoring the installation, setup and functionality of similar systems
- At least three (3) references, including contact name and phone number, where a similar product was installed successfully
- A statement defining the percentage of revenue share the County shall receive from the vendor. The minimum revenue share the County will accept is 50% of gross rental revenue.
- Any and all cost estimates associated with the installation, labor expenses, and activation fees that may be provided by the operator to the County of Ocean
- Timeline from contract approval to installation
- Maintenance and Support Schedule for the kiosk

All proposals should include the following documents:

1. Project Description (refer to above)
2. Certificate of Insurance
3. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 OR Copy of IRS letter granting tax exempt status under Sec. 501(c)3
4. Organizational Chart
5. Affirmative Action Regulations N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) Compliance Statement
6. Prohibited Russia-Belarus Activities & Iran Investment Activities
7. Statement of Ownership in compliance with N.J.S.A. 52:25-24.2. (Mandatory Document)
8. Non-Collusion Certification
9. Signature Page

Proposal Submission Requirements

The county of Ocean is accepting **only** electronic proposals for this Competitive Contract proposal. Submitting your proposal manually is cause for rejection.

The Competitive Contract is available on the Ocean County Procurement Portal Website: <https://procurement.opengov.com/portal/oceancounty> or available for viewing purposes at the Ocean County Purchasing Department at 732-929-2101.

You may only provide one (1) final submission which shall consist of one (1) complete Competitive Contract proposal. DO NOT submit a hard copy of your electronic submission.

Evaluation Criteria

A review committee will review and rank all responses. All proposals will be reviewed to determine if they conform to all the proposal requirements set forth and the following selection criteria will be used in award of a contract for the services described herein.

- 40% - Technical Criteria**
- 40% - Management Criteria**
- 20% - Cost Criteria**

1. Technical Criteria:

i. Proposed methodology:

- (1) Does the vendor's proposal provide the services requested in the above specifications?
- (2) Is the vendor's proposal complete and responsive to the specific RFP requirements?
- (3) Has the past performance of the vendor's proposed methodology been documented?
- (4) Does the vendor's proposal use innovative technology and techniques?
- (5) Does the vendor provide adequate information regarding the web based application and its functionality?

2. Management Criteria:

i. History and experience in performing the work:

- (1) Did the vendor attach letters of recommendation?
- (2) Does the vendor demonstrate a history of positive working relationships with other clients?
- (3) Does the vendors insurance provided meet the minimum requirements?

ii. Availability of personnel, facilities, equipment and other resources:

- (1) What is the average downtime for vendor's personnel to mitigate any issues/problems?
- (2) Can the vendor log in remotely to handle any technical difficulties?
- (3) Will the vendor be available to field calls from the public 7 days a week?

3. Cost Criteria:

i. Cost of goods to be provided or services to be performed:

- (1) How does the activation fee compare to other similarly scored proposals?
- (2) Is the price and its component charges, fees, etc. adequately explained or documented?
- (3) How does the Revenue Sharing compare to other proposals scored?
- (4) Are there any fees or costs associated with the maintenance and upkeep of the unit?

Ranking - All proposals will be reviewed for completeness and qualifications. The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interest 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.

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.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

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.

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 - 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.

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.

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 <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.