



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

***MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES NO. II***

***2023***

***ADVERTISEMENT DATE: December 27, 2023***

***OPENING: January 17, 2024, 11:00 am***

***Bid Category: 16- Maintenance and Repair of Equipment***

## ***Notice to Bidders***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES NO. II** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Wednesday, January 17, 2024 at 11:00 am**, prevailing time.

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

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

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

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

Signed:

**JOSEPH H. VICARI**, 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 goods or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Jessica Hannold**

Buyer

101 Hooper Ave.

Room 224

Toms River, NJ 08753

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

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

**Department:**

Engineering

### **Timeline**

<b>Advertising Date</b>	December 27, 2023
<b>Bid Opening Date</b>	January 17, 2024, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

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

### **Instructions for Electronic Bid Submission**

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

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

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

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

Follow the instructions to submit the electronic bid.

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

## ***Instructions to Bidders***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Wednesday, January 17, 2024.

### **Electronic Bid Submissions**

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

### **Deadline Instructions**

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

### **Completion of all Documents**

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

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

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

### **Right to Reject**

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

### **Bidder Default**

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

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may

enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

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

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

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

**Pricing**

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

**Payment**

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

**Discrepancy in Pricing**

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

**Award Timeframe**

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

**Equal or Tie Bids**

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

**Tax Exempt**

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

**Equivalent Product**

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

**Quantities**

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

**Delivery of Goods and Services**

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

**American Goods and Products**

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

**Assignment**

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

### **NJ One Call**

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

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

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

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

### **Prevailing Wage & Labor Laws**

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

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

**Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.



(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **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>

### **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.

#### **County Cooperative Contract Purchasing System**

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

The IDENTIFIER for this system is:  
**CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

### ***Award Method***

Contract will be awarded on a lump sum basis.

## ***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.

## *Intent*

### **CONTRACT TERMS**

The contract shall be for two (2) years from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

### **INTENT**

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

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

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

### **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.



### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **USE OF OTHER NAMES AND REFERENCES**

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

### **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

### **WARRANTY**

Manufacturer's warranty shall apply.

### **AVAILABILITY AND DELIVERY**

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

### **TRANSITIONAL PERIOD**

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

### **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 MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES NO. II 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 procurement portal at the below link:

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

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

## *Specifications and Scope of Work*

### **SCOPE OF WORK**

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

## *Vendor Questionnaire*

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

Yes

No

\*Response required

### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Prohibited Russia-Belarus Activities & Iran Investment Activities

**FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

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

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

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

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

\*Response required

### **Copy of Bidder's Certificate of Employee Information Report**

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

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

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

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

**If yes, please upload a photocopy of such approval.**

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

**If yes, please upload a photocopy of such certificate.**

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

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

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

**Copy of Bidder's New Jersey Business Registration Certificate**

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

Use this link to verify your company's BRC:

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

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

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

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

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

**Mandatory Equal Employment Opportunity Statement\***

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

Yes

No

\*Response required

**Americans with Disabilities Act Provisions\***

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

Yes

No

\*Response required

**CONTACT PERSONS AND METHOD OF CONTACT\***

Please download the below documents, complete, and upload.

- [CONTACT\\_INFORMATION\\_-\\_MAINT...](#)

\*Response required

**ADDITIONAL VENDOR DOCUMENTATION**

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

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

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

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

**Acknowledgement of Submission of Forms from Current Bid Package\***

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

Please confirm

\*Response required

**Submission of Bid Package\***

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

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

Please confirm

\*Response required

## *Pricing Proposal*

### MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES NO. II

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Maintenance with System Function Check for Beaver Dam Bridge	2	UNIT		
2	Annual Maintenance with System Function Check for Mantoloking Bridge	2	UNIT		
3	Filter Package Group B	2	UNIT		
4	Filter Package Group M	2	UNIT		
5	Certified Fluid Power Technician	72	HR		
6	Helper	36	HR		
7	Certified Fluid Power Technician, Weekend Rate	24	HR		
8	Certified Fluid Power Technician, Holiday Rate	24	HR		
9	Certified Fluid Power Technician, Overtime Rate	24	HR		
10	Helper, Overtime Rate	24	HR		
11	Travel (per call)	10	UNIT		
12	Calculate percentage of mark-up charge on Parts / Materials net prices. For bid purposes assume \$40,000.00 Multiply \$ 40,000.00 by your standard mark-up: Example: \$40,000.00 x 10% = \$4,000.00 or \$40,000.00 x 0.10 = \$4,000.00 (\$40,000.00 x _____%)+ \$40,000.00 = \$ _____ WRITE THE RESULT OF YOUR CALCULATED TOTAL IN THE UNIT COST COLUMN; *YOU MUST ENTER YOUR % MARK-UP IN THE COMMENTS COLUMN*	1	LS		
<b>TOTAL</b>					

**MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES****SCOPE OF WORK - ANNUAL MAINTENANCE WITH SYSTEM FUNCTION CHECK FOR BEAVER DAM BRIDGE**

Beaver Dam Bridge is a Single Leaf Rolling Bascule type bridge. The following is an outline of general maintenance requirements that are expected to be performed to the bridge under this contract.

**REPLACEMENT FILTERS**

The following is a list of a filters that shall be replaced.

1. Pressure filters (Parker p/n 927176Q, quantity 3)
2. Return line Filter (Parker p/n 935144, quantity 1)
3. Cooling loop filter (Pall p/n HC2544FKN9H, quantity 1)
4. Breather element (Parker p/n 941655, quantity 1)

**OIL ANALYSIS TEST/FLUID CLEANLINESS REPORT**

The Oil Analysis Test/Fluid Cleanliness Report shall consist of the following:

1. Photomicrograph
2. Particle Count
3. Water Content

**SYSTEM FUNCTION TEST**

The System Function Test shall consist of the following:

1. Comparison of the pressures and forces developed over the entire cycle of operation utilizing the test ports on the cylinder manifolds and interfacing with an 8 channel Data Acquisition System to provide pressure and force graphs of the raise and lower cycle.
2. This test, which was initially used to set up the control system (hydraulic and electrical), would determine if the control system continues to operate correctly and provide valuable data to troubleshoot hydraulic and electrical malfunctions. Minor adjustments to the hydraulic control system such as counter-balance valves would be made at this time. More significant troubleshooting involving the electrical control system which might include voltage recording input and output signals, would be beyond the scope of this test and coordination with an electrical contractor or electrical engineer would have to be arranged.

**ADDITION OF OIL**

Oil shall be added to the system, if necessary. This shall be accomplished utilizing a 6 micron filter on a transfer pump. Oil shall be available on site and as such does NOT to be supplied.

**ADDITION OF NITROGEN**

Nitrogen pre-charge level shall be checked on Hydraulic Accumulator when the HPU is not running. Add nitrogen as needed to maintain specified pressure level. Compressed nitrogen shall be available on site and as such does not need to be supplied.



The Maintenance/Service Report shall consist of the following:

1. Results of the System Function Check
2. Fluid Cleanliness Report
3. Service report of components replaced, adjustments and repairs.
4. Conclusions or recommendations based on observations or data that attention is needed for a specific situation or occurrence.

### **SCOPE OF WORK - ANNUAL MAINTENANCE WITH SYSTEM FUNCTION CHECK OF MANTOLOKING BRIDGE**

Mantoloking Bridge is a Double Leaf Trunnion Bearing type bridge. The following is an outline of general maintenance requirements that are expected to be performed to the bridge under this contract.

### **REPLACEMENT FILTERS**

The following is a list of a filters that shall be replaced.

1. Pressure filters (HYDAC p/n 0330 D 010 BN3HC, quantity 6)  
[3 filters on East HPU & 3 filters on West HPU]
2. Return line Filter (HYDAC p/n 0660 R 010 BN3HC, quantity 2)  
[1 filter on East HPU & 1 filter on West HPU]
3. Circulation Filter (HYDAC p/n 0110 D 010 BN3HC, quantity 2)  
[1 filter on East HPU & 1 filter on West HPU]
4. Breather element (Parker p/n 941655, quantity 4)  
[2 filter on East HPU & 2 filter on West HPU]
5. Return filters (Stauff p/n RTE-10-D-10-B, quantity 6)  
[4 filters on Heel Locks & 2 filters on Toe Locks]

### **OIL ANALYSIS TEST/FLUID CLEANLINESS REPORT**

The Oil Analysis Test/Fluid Cleanliness Report shall consist of the following:

1. Photomicrograph
2. Particle Count
3. Water Content

### **SYSTEM FUNCTION TEST**

The System Function Test shall consist of the following:

1. Comparison of the pressures and forces developed over the entire cycle of operation utilizing the test ports on the cylinder manifold and interfacing with a 5 channel Data Acquisition System to provide pressure and force graphs of the raise and lower cycle. **Note:** This test will need to be completed on **both** the East and West draw spans.
2. This test, which was initially used to set up the control system (hydraulic and electrical), would determine if the control system continues to operate correctly and provide valuable data to troubleshoot hydraulic and electrical malfunctions. More significant trouble-shooting involving the electrical control system which might include voltage recording input and output signals, would be beyond the scope of this test and coordination with an electrical contractor or electrical engineer would have to be arranged.

**SYSTEM FUNCTION TEST (Cont'd)**

3. This test is also valuable to determine any balance problem that either leaf may begin to exhibit. Greater/Lesser pressure required to lift each span or to lower could indicate an imbalance which would require additional testing and would have to be arranged.
4. Inspect all six Lock HPU's for external leaks. Operate hand pump function to develop pressure while observing for leaks.

**ADDITION OF OIL**

Oil shall be added to the system, if necessary. This shall be accomplished utilizing a 6 micron filter on a transfer pump. Oil shall be available on site and as such does not need to be supplied.

**ADDITION OF NITROGEN**

Nitrogen pre-charge level shall be checked on the Hydraulic Accumulator when the HPU is not running. Add nitrogen as needed to maintain specified pressure level. Compressed nitrogen shall be available on site and as such does not need to be supplied.

**MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES****SUPPLY OF FILTERS AND GASKETS**

Under this section upon receiving a Purchase Order, the vendor shall deliver to Ocean County the filters and O ring sets as specified for "in house" servicing of the two (2) hydraulic operated bridges.

*For the Beaver Dam Bridge: (Filter Group B)\**

**FILTERS**

Item #	Type of Filter	Manufacturer & Part Number	Qty.
2.1	Pressure Filter	Parker p/n 927176Q	3
2.2	Return Line	Parker p/n 935144	1
2.3	Cooling Loop	Pall p/n HC2544FKN9H	1
2.4	Breather	Parker p/n 941655	1

**O RING SET**

Item #	Location of O ring	Part Number	Qty.
2.5	Pressure Filter	HH9660(K24)	3

*For the Mantoloking Bridge: (Filter Group M) \*\**

**FILTERS**

Item #	Type of Filter	Manufacturer & Part Number	Qty.
2.6	Pressure Filter	HYDAC p/n 0330 D 010 BN3HC	6
2.7	Return Line	HYDAC p/n 0660 R 010 BN3HC	2
2.8	Circulation	HYDAC p/n 0110 D 010 BN3HC	2
2.9	Breather	Parker p/n 941655	4
2.10	Return filters	Stauff p/n RTE-10-D-10-B	6

**O RING SETS**

Item #	Location of O ring	Part Number	Qty.
2.11	Pressure Filter	DF/LF330/660	6
2.12	Pressure Filter w/clog. indicator	00411600	6
2.13	Return Line Filter	RF660/850-P	2
2.14	Circulation Filter	DF/LF110	2

\* Filter Group B shall include O-Ring Set 2.5 when bidding filters for supply.

\*\* Filter Group M shall include O-Ring sets 2.11, 2.12, 2.13, and 2.14 when bidding filters for supply.

**HOURLY RATES FOR SERVICE**

Under this section rates for emergency service, in the event of a breakdown, or if there is a repair of adjustment that requires a certified hydraulic system technician. These rates **do not** include parts, rental, overnight expenses or meals. The rates requested shall be as follows:

- A. *Hourly Rate, Certified Fluid Power Technician:* This shall be a rate charged for a Certified Fluid Power Technician's services during a normal working hours from 8 am to 5 pm.
- B. *Hourly Rate, Helper:* This shall be a rate charged for any Technician or person that would be in addition to and provide help to the Certified Fluid Power Technician during normal working hours from 8 am to 5 pm. This person shall only be a supplement and **not in lieu of** a Certified Fluid Power Technician.
- C. *Weekend Hourly Rate, Certified Power Technician:* This shall be a rate charged for a Certified Fluid Power Technician's services when called for an emergency repair on a weekend.
- D. *Holiday Hourly Rate, Certified Power Technician:* This shall be a rate charged for a Certified Power Fluid Technician's services when called for an emergency repair on a legal holiday.
- E. *Overtime Rate, Certified Fluid Power Technician:* This shall be a rate charged for a Certified Fluid Power Technician's services when going beyond an 8 hour day.
- F. *Overtime Rate, Helper:* This shall be a rate charged for any technician or person that would be in addition to and provide help to the Certified Fluid Power Technician beyond an 8 hour day.
- G. *Travel:* This shall be the rate charged for costs of the Certified Fluid Power Technician and /or a helper to get from the vendor's place of business to either the Beaver Dam Bridge or Mantoloking Bridge for an emergency. This cost shall **not apply** to the annual service scheduled for each bridge, travel expenses shall be calculated and added to the cost for each of those services. **Only** one travel expense will be paid for each call out, regardless of how many vehicles are used.

**COMPENSATION****METHOD OF MEASUREMENT**

The Annual Maintenance with System Function Check will be measured by the unit. Each unit shall include all filters, O-rings, costs associated with testing and reporting, travel expenses and technician's time, including a helper, as well as incidental tasks and/or expenses necessary to complete this service as defined herein.

Hydraulic fluid or other components necessary or found to be in need of replacement, shall be dealt with on a part by part basis, including labor, which shall be in accordance with rates listed herein.

All of the filters in Group B, including O-ring set item # 2.5 shall be measured as one package.

All of the filters in Group M, including O-ring item # 2.11, 2.12, 2.13 & 2.14 shall be measured as one package.

**METHOD OF MEASUREMENT (Cont'd)**

The County will pay only for materials which have been authorized and used.

The rate for the Certified Fluid Power Technician will be measured by the hour.

The rate for the Helper will be measured by the hour.

Each Travel request shall be measured by the unit.

**BASIS OF PAYMENT**

<b>Payment Item</b>	<b>Pay Unit</b>
Annual Maintenance with System Function Check for Beaver Dam Bridge	Unit
Annual Maintenance with System Function Check for Mantoloking Bridge	Unit
Filter Package Group B	Unit
Filter Package Group M	Unit
Certified Fluid Power Technician	Hour
Helper	Hour
Certified Fluid Power Technician (Weekend Rate)	Hour
Certified Fluid Power Technician (Holiday Rate)	Hour
Certified Fluid Power Technician (Overtime Rate)	Hour
Helper (Overtime Rate)	Hour
Travel	Unit

**MAINTENANCE SERVICE FOR COUNTY HYDRAULIC BRIDGES****INTENT**

The purpose of these bid specifications is provide the County of Ocean with maintenance service for both of the County's hydraulic movable bridges, which consists of six (6) tasks:

- Annual Maintenance Service on the Beaver Dam Bridge *a single leaf rolling bascule*.
- Annual Maintenance Service on the Mantoloking Bridge *a double leaf trunion bearing*.
- Supply of specified filters and O ring sets for "in house" maintenance on a semiannual schedule.
- Provide various hourly rates for both emergency and scheduled repairs.
- Provide method of contact for times other than normal business hours (8AM to 5PM).
- Provide percentage of mark-up for parts/materials.

To supply Ocean County with two (2) Annual Maintenance services for the hydraulic system on each of the two (2) hydraulic movable bridges, being the Beaver Dam Bridge and the Mantoloking Bridge.

The Annual Maintenance shall be filter change, oil sample for analysis and a System Function Check; this service will be performed in the Spring, just prior to the busy Summer season.

The supply of filters shall be specific filters and gaskets arranged in packages, to be purchased as packages for County Bridge Maintenance to perform a semiannual service of changing filters in the Fall in preparation for the slack Winter season. Prices will also be requested for individual filters, only in the event that a single filter is necessary to be replaced due to a "clogged filter" alert or other unforeseen circumstances.

The next portion of this bid is to provide Ocean County with various hourly rates and travel costs in the event that an emergency occurs or a technician skilled in hydraulic system repair is needed.

**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.P.L. 1977, Chapter 33.

**BID REVIEW**

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

**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 & WITHDRAWALS**

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

## **TRANSITIONAL PERIOD**

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

## **GENERAL**

All services shall be completed by a Certified Fluid Power Technician with prior experience on similar size systems. The contractor shall be prepared to submit back-up information on technician showing prior experience. The information, if necessary, must be provided and approved prior to any service being done.

## **QUALIFICATIONS**

Only a qualified contractor shall perform service.

To be qualified a contractor shall have had at least ten (10) years' experience in the design, fabrication and installation of hydraulic systems of this size and type. All service shall be done under the direction of a Certified Fluid Power Technician with prior experience on similar systems, specifically bridges, of this size.

At least one (1) member of the service crew shall be a Certified Fluid Power Technician. The County reserves the right to request proof of certification prior to contract award.

Personnel making adjustments of hydraulic components, shall **only** be with experience and have demonstrated skills in making such adjustments to bridges of this size. The contractor shall be liable for any damages resulting from improper adjustments and negligence on their part.

## **MATERIALS:**

All parts herein designated to be replaced or supplied, shall be done with exact replacements of the size, type, designation and in the case of filters, filtration as described herein or required by the manufacturer of said component.

In the event that an exact replacement is not available, a request to use a suitable replacement must be submitted by a NJ licensed Professional Engineer with experience in hydraulic system design, fabrication and installation of this type. All data about the part requiring replacement as well as the data about the replacement part shall be supplied for review and subsequent approval.

Any valves that have multiple applications, by means of internal/external port plugs, shall be properly configured upon delivery to the County. In the event that any valve delivered requires additional review or reconfiguring to function as designed, there shall be no additional costs to the County.

(Please complete the below and upload to the appropriate section of the Vendor Questionnaire)

**8 AM to 5 PM Weekdays**

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

Contact Method (Telephone, Cell Phone or E-mail) [Click or tap here to enter text.](#)

**5 PM to 8 AM Weekdays**

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

Contact Method (Telephone, Cell Phone or E-mail) [Click or tap here to enter text.](#)

**Saturdays and Sundays**

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

Contact Method (Telephone, Cell Phone or E-mail) [Click or tap here to enter text.](#)

**Holidays**

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

Contact Method (Telephone, Cell Phone or E-mail) [Click or tap here to enter text.](#)

**Please provide any alternates, if necessary:**

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

Contact Method (Telephone, Cell Phone or E-mail) [Click or tap here to enter text.](#)

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

Contact Method (Telephone, Cell Phone or E-mail) [Click or tap here to enter text.](#)