



Joseph H. Vicari, Director
Gary Quinn, Deputy Director
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Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

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

BID

WELDING, METAL FABRICATION AND MACHINE SHOP SERVICES

2023

ADVERTISEMENT DATE: February 15, 2023
OPENING: March 7, 2023, 11:00 am

Bid Category: 22- Public Works, Park Equipment and Construction Services

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **WELDING, METAL FABRICATION AND MACHINE SHOP SERVICES** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, March 7, 2023** at **11:00 am**, prevailing time.

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

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

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

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

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

Signed:

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

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

Department:

Buildings and Grounds

Timeline

Advertising Date	February 15, 2023
Bid Opening Date	March 7, 2023, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

Instructions for Electronic Bid Submission

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

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

Once you have completed account registration, browse back to this page: [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 ProcureNow bid submission page.

INSTRUCTIONS TO BIDDERS

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, March 7, 2023.

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

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

Delivery of Goods and Services

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

American Goods and Products

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

Market Conditions

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

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

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

Assignment

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

NJ One Call

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

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

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

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

Prevailing Wage & Labor Laws

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

Special Surety Bid Requirements for Certain Construction Projects

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

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

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

Pay to Play Requirements

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

Statement of Ownership

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

Certification of Non-Involvement in Prohibited Activities in Iran

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

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. The County reserves the right to award multiple contracts.

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

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

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

If yes, please upload a photocopy of such approval.

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

If yes, please upload a photocopy of such certificate.

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

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

Images (jpg, png, bmp, tif)

Copy of Bidder's New Jersey Business Registration Certificate

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

Use this link to verify your company's BRC:

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

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

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

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

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

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

☐ Yes

☐ No

*Response required

Americans with Disabilities Act Provisions*

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

☐ Yes

☐ No

*Response required

Public Works Registration Certificate*

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

by the Division of Property Management and Construction shall be eligible to be awarded a contract as a subcontractor of an energy services company under this section for performing public works activities pursuant to regulations adopted by the Division of Property Management and Construction.

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

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

Certificate of Insurance

Please upload your company's certificate of insurance.

CERTIFICATION OF NON-DEBARMENT FOR PUBLIC WORKS CONTRACTS*

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency.

The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership.

Please complete the Certification of Non-Debarment form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

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

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

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

*Response required

Contractor's Data Sheet*

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

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

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

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

*Response required

Certification of Available Equipment *

Please upload a list of the equipment that will be made available during the course of this contract.

*Response required

ADDITIONAL VENDOR DOCUMENTATION

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

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

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

Images (jpg, png, bmp, tif)

Acknowledgement of Submission of Forms from Current Bid Package*

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

☐ Please confirm

*Response required

Submission of Bid Package*

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

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

☐ Please confirm

*Response required

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

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

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

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

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

INTENT

CONTRACT TERMS

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

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.

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.

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.

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.

CURRENT BID RESULTS

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

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

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

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK FOR WELDING, METAL FABRICATION AND MACHINE SHOP SERVICES

SCOPE OF WORK

The County of Ocean is accepting bids for a Contractor who will perform planned and emergency service of fabrication / installation and repair welding work in the County Justice Complex and other County buildings.

All prices quoted shall include all labor and materials, including travel time. No additional travel time will be honored. Contractor shall provide all materials necessary to perform assigned work.

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder. All prices quoted shall include compliance with these laws.

EXPERIENCE

Contractor shall have a minimum of three (3) years experience working on similar scope and size projects. Submit references of at least three (3) recent jobs applicable to this application with the bid.

DEFINITION OF REGULAR HOURS AND OVERTIME HOURS

Regular hours are defined as any hours worked between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular hours," which may include holidays.

TIME AND MATERIAL WORK HOURLY LABOR RATE

Labor hours are shown in the proposal page for bid purposes only.

We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County may use during the duration of the contract. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

All prices shall be firm and include transportation charges for providing services to any of the County locations. Contractor travel costs must be incorporated in the bid proposal price. Hourly labor rates begin with Contractor's arrival at the site and end when Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

MATERIALS

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

RESPONSE TIME

Contractor shall have the ability to respond to emergency service calls with a two (2) hour on-site response time. Specifically, contractor shall respond with a call back within one (1) hour and be on site within one (1) additional hour.

Emergency service calls shall be defined as a condition affecting the welfare of inmates or the public which cannot await regular scheduling.

Contractor shall respond to regular service calls by scheduling work to occur within forty-eight (48) hours of receipt of County purchase order number.

ACCESS TO COUNTY LOCATIONS

Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any of the Prosecutors and/or Corrections Department locations.

Contractor must have personnel capable of passing security screening by the County Department of Corrections. Specifically, screening shall be through the National Crime Information Center, and State Crime Information Center. Additionally, the County Department of Corrections performs State and municipal criminal and motor vehicle background check and requires a copy of photo ID/photo license and social security card/ employer proof of tax withholding.

PERFORMANCE REQUIREMENTS

Contractor to own or have in his possession portable welding machine(s), with the ability of said machine to meet the emergency service call two (2) hour on-site response time as previously specified.

110 Volt portable welding machine must be able to be transported by contractor through Justice Complex, including walked up stairs and transported in elevators.

Contractor shall include, with bid, a certification listing all available equipment relating to these specifications

Contractor shall have single source responsibility. No portion of the work shall be subcontracted or assigned.

Contractor shall remove and dispose of all extra material and debris from the work site. The premises must be left clean at all times.

Contractor shall have the following performance capabilities:

Welding – Mig, Tig, Arc (specializing in aluminum and stainless) including portable machines.

Shearing – ½" x 10 foot capacity steel, ¾" x 10 foot capacity aluminum, ⅜" x 10 foot capacity stainless steel.

Bending & Forming – 230 Ton hydraulic press brake, ½" x 10 foot length, ¼" x 12 foot length.

Plate Rolling – ½" thick x 72" long.

Punching Capacity – 1-7/16" diameter through 7/8" thick plate.

Angle Sheering – 6" x 6" x ½"

Cold Sawing, Tube Bending, Pipe Bending, Flame Cutting with Panagraphy, Plasma Cutting.

Polishing – stainless steel, aluminum, copper, brass, satin through mirror finish.

Machine work – Custom jigs, fixtures, drill fixtures, tool and die making, blanking, forming, piercing, progressive

die sets, milling, turning, broaching, tapping, mold work, custom woodworking tools and fixtures, custom turning

and forming tools, surface grinding to 6” x 18” x 12”, milling to 16” x 18” x 18”.

Metal Fabrication – Security grates, railings, metal cabinetwork, scaffolds, bins, hoods, chutes.

GUARANTEE

The Contractor shall guarantee all workmanship and parts furnished and installed under this contract against defect for one (1) year beginning after the acceptance by the County, including all labor, parts and travel time. Defects will be repaired or replaced at no charge to the County.

PRICE QUOTES AND INVOICING

The County will acquire quotes from each awarded vendor for price comparison on all work being performed. The vendor must show the percentage (%) markup for all parts as well as the net price for the entire task on quotes and invoices. The County shall utilize the vendor whose overall quoted price is the lowest.

PREVAILING WAGE ACT

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. All prices quoted shall include compliance with these laws.

OTHER

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

REGULATIONS

All work shall comply with all applicable federal, state and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the County harmless for any action on its part or that of its employees and subcontractors, that results in injury.

SECTION I: GENERAL

ITEMS #1 - 8: LABOR

The scope of labor is anticipated as, but is not limited to, the following welding, metal fabrication and machine shop services: Labor for emergency needs as required for jail security, for investigation during service calls by others, service security lock assembly, demolition and removal of equipment, repair of jail cell doors, door jambs and bunk beds, railing repair /

modification / fabrication / installation, welding / soldering repairs, fabrication / installation of those parts / materials contained in the bid (Page 24) and on-site custom repair welding, metal fabrication and machine shop services including miscellaneous preparatory work. Welding, metal fabrication and machine shop services may also be utilized for the County Fleet with work to include but not be limited to plow fabrication, v-box fabrication, body and pin repair/fabrication.

The estimated quantity of annual labor hours is 3,255 hours. The actual hours may vary from this estimation and the County shall not be held to this estimate. The County will only pay for the actual number of hours authorized and worked. All prices quoted shall also include all travel time, **no additional travel time will be honored.**

ITEM #9: PARTS / MATERIALS

The County estimates spending \$36,000.00 for parts and materials as part of emergency service, fabrication and repair welding work throughout the term of the contract. The County does not guarantee any minimum dollar amount and will only pay for the actual work authorized and completed.

Parts / Materials Prices: All materials shall be invoiced at actual net cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County.

Billing: Each invoice will be based on labor and materials. Labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Materials used shall be reflected on the invoice by quantity used and unit costs including applicable markup.

The contractor shall be able to supply, at minimum, the following parts and materials. All materials shall be only first quality and new:

4"x4"x1/4" Steel Angle 1/16" Aluminum, 16 Ga., 4' x 8' Sheet 1-1/4" SCH#40 Aluminum anodize pipe

2"x2"x1/4" Steel Angle 1/4" Aluminum diamond plate 2"x1"x1/8" Steel channel

2"x2"x1/8" Steel Angle 3/16" Aluminum diamond plate 2"x1"x1/8" Steel square tubing

1"x1"x1/8" Steel Angle 2"x1/4" Flat bar stock 3" Square Steel tubing (1/8")

3/4" Steel Plate 1" solid square bar 1/8" Expanded metal

1/2" Steel Plate 1/2" solid square bar, twisted 1/2" N.P.T. nipple

3/8" Steel Plate 1-1/2" O.D., Stainless Steel, 1/4" -20 Brass bolts

1/4" Steel Plate 16 Ga. Tubing, Brushed finish 3/8" dia. Wedge bolts

3/16" Steel Plate 1" O.D., Stainless Steel, 1/4" - 20 Stainless Steel tamper proof

1/8" Steel Plate 16 Ga. Tubing, Brushed finish bolts

1/8" Stainless Steel #304 1" Solid Steel round rods Anchor bolts

Steel sheet, 14 Ga. 1/2" Solid Steel round rods Epoxy coating

1/8" Aluminum 1/4" Solid Steel round rods Prime / Paint

PRICING PROPOSAL

WELDING, METAL FABRICATION AND MACHINE SHOP SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost	Percentage (%) Markup:	Comments:
Prevailing Wage Rates							
1	Mechanic's Rate Regular Work Hours	1,500	HR				
2	Mechanic's Rate Overtime Hours	100	HR				
3	Helper's Rate Regular Work Hours	1,500	HR				
4	Helper's Rate Overtime Hours	100	HR				
Non-Prevailing Wage Rates							
5	Mechanic's Rate Regular Work Hours	1,200	HR				
6	Mechanic's Rate Overtime Hours	50	HR				
7	Helper's Rate Regular Work Hours	70	HR				
8	Helper's Rate Overtime Hours	50	HR				
Parts/Materials							
9	Calculate percentage of markup charges on Parts/Materials by multiplying \$50,000.00 by your standard mark-up. Indicate Mark-Up % in THE PERCENTAGE MARKUP COLUMN. Materials/Parts plus mark-up % (\$50,000.00 x _____%) + \$50,000.00= SHOW CALCULATED TOTAL IN THE UNIT COST. YOU MUST SHOW THE PERCENTAGE (%) MARKUP IN THE PERCENTAGE MARKUP COLUMN.	1	LS				
TOTAL							