



State of New Jersey AGENCY REQUEST FOR PROPOSAL



VENDOR NAME AND ADDRESS: Charles Rooney T & M Associates 9 Grand Ave, Building 1 Toms River, NJ 08753 Email: crooney@tandmassociates.com Phone: 732.473.3400 Fax: 732.473.3408	RETURN THIS PROPOSAL TO: DEP-Natural and Historic Resources Engineering and Construction ADDRESS: 1510 Hooper Ave. Suite 140 Toms River, NJ 08753 FAX No.: (732) 255-0774	DELIVER GOODS/SERVICES TO: Ocean Ave & Washington Ave Access Road off Ocean Ave Avon-by-the-Sea, NJ 07717
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NOTE: THIS PROPOSAL MUST BE RETURNED BEFORE THE CLOSE OF BUSINESS ON THE FOLLOWING DATE: <p style="text-align: center;">December 19, 2013 - 4:00 P.M. Local Time</p>	AGENCY PERSON TO CONTACT: Erick Doyle (732) 255-0767 Jenna Scott (732) 255-0767 FAX NO.: (732) 255-0774
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FISCAL YEAR	ACCOUNT NUMBER	AGENCY REF. NO.	COMMODITY CODE NO.
YEAR 2014	100-043-4895-V67B-30780000	4895	962-58-000000

IMPORTANT INSTRUCTIONS TO BIDDERS: Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alterations to unit and/or total prices must be initiated by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered. Faxed proposals are acceptable and will be subject to the **TERMS AND CONDITIONS ON THE REVERSE SIDE.**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	UNIT PRICE	AMOUNT
			See Attached Request for Proposal		
1	1	LS	Field Surveying & Accompanying Maps		
2	1	LS	4 Soil Boring		
3	1	LS	Preliminary Design & Cost Estimate		
4	1	LS	90% Design, Final Design, & Technical Specs		
<p>Sheet 1 of 6</p> <p>You may either FAX to the number listed above, or mail proposal through the mail.</p>					

• PRICES ARE FIRM UNTIL THE FOLLOWING DATE: _____	• TOTAL:\$ _____
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CASH DISCOUNT	DATE OF DELIVERY	VENDOR'S FEDERAL I.D. NUMBER	VENDOR'S TELEPHONE NO.
			FAX NO.:

VENDOR'S SIGNATURE (Must Be Signed): 	PRINT OR TYPE NAME BELOW: _____	DATE: _____
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The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **CORPORATE AUTHORITY** – All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, NJ.
 2. **ANTI-DISCRIMINATION** – All parties to any contract resulting from this proposal agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within *N.J.S.A. 10:2-1 through 10:2-04, N.J.S.A. 10:5-1 et seq.* and *N.J.S.A. 10:5-31 through 10:5-38.*
 3. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of *N.J.S.A. 34:5A-1 et seq.* which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
 4. **COMPLIANCE LAWS** – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed.
 5. **COMPLIANCE – STATE LAWS** – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
 6. **COMPLIANCE – CODES** – The contractor must comply with the New Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.
 7. **LIABILITY – COPYRIGHT** – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
 8. **INDEMNIFICATION** – If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.
 9. **INSURANCE** – The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates or such insurance to the State upon request.
 10. **PERFORMANCE GUARANTEE OF BIDDER** – The bidder certifies that:
 - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
 - c. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
 - d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
 - e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.
11. **BRAND NAME ALTERNATIVES** – Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
 12. **PRICE QUOTATIONS** – Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance or contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
 13. **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Federal Excise Tax Exemption number is 22-75-0050K.
 14. **DELIVERY** – F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of new jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
 15. **PAYMENT** – Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.
 16. **NEW JERSEY PROMPT PAYMENT ACT** – The New Jersey Prompt Payment Act requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State payment voucher or within 60 days of receipt and acceptance of goods and services, whichever is later.
 17. **CASH DISCOUNTS** – Cash discounts for periods of less than 21 calendar days will not be considered as factors in the award of contracts. However, all cash discounts, regardless of amount or length of discount term, will become part of any awarded contract/purchase order.
 - a. A discount period shall commence on the day the State using agency receives a properly signed and executed State payment voucher for products or services that have been duly accepted by the State using agency in accordance with the terms, conditions and specifications of the contract/purchase order. If the State payment voucher is received prior to delivery of goods and services, the discount period begins with the acceptance of the goods and services.
 - b. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.
 18. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** – All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

REQUEST FOR PROPOSAL

SCOPE OF WORK:

The NJ DEP Bureau of Coastal Engineering requests proposals for the design services required to replace the bulkhead at Shark River Inlet in Avon-by-the-Sea. The proposal shall include survey work, soil borings, and structural design services for the replacement of 600 linear feet of bulkhead. The proposed repair will replace the damaged aluminum sheets with steel sheet piles in the same alignment as the old bulkhead. The new bulkhead will be married into the existing bulkhead at each end and be a cantilever design so as not to require tie backs.

ITEM NO. 1 – FIELD SURVEYING:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the field survey work. The topographic survey is to extend at least 50 feet landward of the existing bulkhead. Field survey sections are to be taken at 25 foot intervals along the bulkhead and identify all existing features. Hydrographic survey will be limited to soundings taken along the face of the existing bulkhead extending 10 feet into the waterway.

Basemaps shall be prepared from the survey information collected and referencing the horizontal datum NJ State Plan Coordinate system NAD 1983 and vertical datum NAVD 1988. The maps shall include a tide gauge with the relationship between NGVD 1929 and NAVD 1988, and Mean Lower Low Water, Mean Low Water, Mean High Water, and Mean Higher High Water. Survey control shall be set by the field surveyor.

ITEM NO. 2 – SOIL BORING:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of 4 soil borings. The borings shall be taken a minimum of 4 times spaced at even intervals along the bulkhead. The borings shall be a minimum of 50 feet deep.

NOTE: The State of New Jersey accepts no responsibility for the location of underground structures or utilities.

ITEM NO. 3 – PRELIMINARY DESIGN DRAWINGS & COST ESTIMATE:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the preliminary design and cost estimate of the cantilevered sheeting and restoration limits of the land immediately

adjacent to the bulkhead. Permits will be obtained by the BCE and shall not be included in this proposal.

DELIVERABLES:

Two copies of each.

1. 1 Title Sheet
2. 1 Legend Sheet
3. 1 Survey Control Sheet
4. 1 General Plan & Elevation
5. 2 Soil Erosion and Sediment Control Sheets
6. 2 Construction Details
7. Construction Cost Estimate

ITEM NO. 4 – FINAL DESIGN DRAWINGS & TECHNICAL SPECIFICATIONS:

The work under this item is to be bid upon and executed on a lump sum basis, and shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of two submittals. The first for the 90% design and the second for the final design and technical specifications of the cantilevered sheeting and restoration limits of the land immediately adjacent to the bulkhead.

DELIVERABLES:

Two copies of each for the 90% design and the final design.

1. 1 Title Sheet
2. 1 Legend Sheet
3. 1 Survey Control Sheet
4. 1 General Plan & Elevation
5. 2 Soil Erosion and Sediment Control Sheets
6. 2 Construction Details
7. Technical Specifications

The State of New Jersey DEP shall secure and pay for all State and Federal permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this work. The costs for these permits shall not be included in the bid price.

EXCEPTIONS:

This proposal shall not include ROW easement documents, permits, reinforcement schedule, drainage design, nor utility relocation. The construction bidding and administration shall be performed by the Bureau of Coastal Engineering and is not required as part of this proposal.

AWARD BASIS:

The project shall be awarded based off the lowest combined price of Items 1, 2, 3, and 4. The State of New Jersey reserves the right to increase or decrease contract quantities as required in order to keep within the project budget and to accomplish work in conformance with all Federal, State and Local rules and regulations. The State of New Jersey reserves the right to either award a contract for all the work as bid upon or reduced as aforesaid, or reject any and all bids, as may be deemed in the best interest of the State of New Jersey.