

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FURNISHING AND DELIVERY OF CURRENT YEAR PRODUCTION OF
MINIBUSES AND FORD T350 AWD TRANSIT VAN**

BID NO: #0040-24

ADVERTISED: TUESDAY, MARCH 12, 2024

BIDS DUE: TUESDAY, MARCH 26, 2024, at 10:00AM

TO APPEAR IN PAPER: TUESDAY, MARCH 12, 2024

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **TUESDAY, MARCH 26, 2024**, and then publicly read aloud for the following.

1. FURNISHING AND DELIVERY OF A MOBILE APPLICATION FOR THE PURCHASE AND VERIFICATION OF ELECTRONIC PARK ACCESS AND PARKING PASSES (BID#0039-24)

2. FURNISHING AND DELIVERY OF CURRENT YEAR PRODUCTION OF MINIBUSES AND FORD T350 AWD TRANSIT VAN (BID #0040-24)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us”**, **“Request for Bids”**. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Bids must be delivered at the place and before the hour mentioned above. **Bidders shall submit at least one (1) original of each form, with an original signature.**

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

Kevin Mandeville, Chairman
Andrew J. Spears, Director
Jennifer Kaczala, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise 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 contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of County Commissioners

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

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 during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.


For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the “Sales and Use Tax Act” (N.J.S.A. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

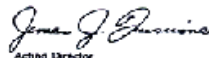
Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0222
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
FORM-BRC (05-01)		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

(Revised 5/2017)

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof,

without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S
CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED
DOCUMENTS LISTED ON THE CHECKLIST**

**The successful vendor(s) must submit the AA302 Certificate to the Division of Public
Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.**

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF CURRENT YEAR PRODUCTION OF MINIBUSES AND FORD T350 AWD TRANSIT VAN (BID #0040-24) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Jason Sena, Esq.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status,

disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 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 during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

(ii) A contractor or subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
 - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state, or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
 - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

Proposal #1

FURNISHING AND DELIVERY OF CURRENT YEAR PRODUCTION OF FORD T350 AWD TRANSIT VAN

SCOPE

All bidders must comply with the attached specifications. **When a specific brand name is mentioned, all equivalent brand names will be considered. This bid specifications packet includes a page for the bidder to list any and all equivalent brands or offerings in order to be accurately reviewed.**

It is the responsibility of the County Park System and its representatives to determine if a substitution to the specifications is "equivalent" or if it is not. It is not the bidder's prerogative to declare that what he/she is substituting is an equivalent brand or offering. The bidder may not just provide product literature or specifications without indicating deviations from the published (unless the product will be supplied exactly as described in the published specifications).

Bidder may not manually or electronically change the wording of the County Park System issued specifications verbiage for the purpose of misleading or misrepresenting or for any other purpose. *Failure to describe deviations fully and clearly in the format described above will render the bid invalid for material non-compliance to the published specification requirements.*

In the final determination, made by the Monmouth County Park System, it may be necessary for the bidder to provide a demonstrator vehicle for inspection and evaluation.

GENERAL

These specifications define requirements for a vehicle that shall have a minimum expected life of four (4) years or 100,000 miles and are intended for the widest possible spectrum of passengers, including children, adults, the elderly, and people with disabilities.

This vehicle shall be a model year 2023 (or newer) Ford T350 Transit. Capacity of this vehicle in addition to the driver shall include a co-pilot seat plus 13-ambulatory passenger seats.

The vehicle shall comply with all applicable federal and state regulations. These shall include but not be limited to state safety requirements.

Failure of the County of Monmouth Park System to specifically identify Federal and State regulations in its specification does not relieve the bidder of the responsibility to meet them.

The bidder shall certify that the vehicle(s) to be sold under this bid are the same products described in the solicitation specifications below; and that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in the solicitation for bids.

Current production vehicle with all lights and accessories required to meet state and federal regulations relating to this type of vehicle. Vehicles must meet or exceed these minimum specifications, including any applicable FMVSS regulations.

The bidder shall provide a brochure of the vehicle and major subsystems.

CHASSIS SPECIFICATIONS

The model year 2023 Transit (or newer) chassis with a GVWR of 10,360 pounds must include the following:

1. XL package
2. Dark Palazzo Vinyl Driver and Co-Pilot seats
3. Short arm power adjustable manual folding mirrors
4. Windows all around – fixed
5. Rear Window Defroster
6. Sync 3 with AM/FM, Bluetooth, 2 USB ports, 4” display
7. 8-speakers (4 front/4 rear)
8. Cruise Control with adjustable speed limiting
9. Dual batteries- Glass met (140 total amp-hr)
10. High-capacity front and rear heat and AC (OEM- no exceptions)
11. Front Vinyl Floor
12. Illuminated Sun Visors – includes sunglass holder
13. Two power keys

GENERAL REQUIREMENTS AND DIMENSIONS

Regular Wheelbase (Measurements are Minimums):

1. 147.6” wheelbase
2. 81.5” interior height (High Roof – measured at the centerline with the headliner in place)
3. 109” minimum exterior height (High Roof)
4. 263.9” maximum vehicle length (High Roof/LWB/Extended Length)
5. 67” minimum interior width (measured at the floor)
6. 53.7” minimum interior width between wheelhouses

BODY AND FRAME

Specific areas within the chassis and frame of the Transit Vehicle have been identified by the manufacturer as precautionary drill or weld zones. Vendors responding to this solicitation must follow manufacturer guidelines to prevent void of warranty. Body shall have clean beads of caulking at all joints and seams.

ENGINE

3.5L Naturally Aspirated PFDi V6 or approved equivalent. Minimum 275 HP, 260 lb. ft. Torque. Fuel – regular unleaded or E85.

TRANSMISSION / AXLE RATIO / DRIVETRAIN

1. 10-speed automatic with overdrive.
2. 4.10 axle ratio with limited slip.

GROSS VEHICLE WEIGHT (GVWR)

10,360 lbs. GVWR.

FUEL TANK

Fuel tank shall be the factory standard twenty-five (25) gallons.

STEERING AND BRAKES

1. Power Steering.
2. Power 4-wheel Anti-Lock Brake System (ABS).
3. Roll stability control.

TIRES AND WHEELS

1. OEM wheels with BSW All Season tires.
2. Dual Rear Wheel (DRW).
3. Tire Pressure Monitor System (TPMS).
4. 16 in. silver steel wheels.
5. Full size tire/wheel with jack and lug wrench kit.

ELECTRICAL

1. 12-Volt maintenance-free battery – 72 amp/hour.
2. 220-amp alternator.
3. Dual glass mat batteries.

EXTERIOR LIGHTS

OEM exterior lights include incandescent lights with halogen headlights. All other added exterior lights other than OEM shall be LED.

HEATING AND AIR CONDITIONING SYSTEM

1. OEM factory installed front and rear heating/defrosting system.
2. OEM high-capacity front and rear air conditioner: (maximum capability available) the rear auxiliary unit shall be provided with at least four registers. The registers shall be capable of controlling the volume and direction of air.
3. Front and rear heater/air conditioner controls mounted in the instrument panel: OEM factory installed 3-speed fresh air fan.

WINDSHIELD GLASS / SIDE AND REAR

1. Must include rear window defogger.
2. Driver and co-pilot windows shall be power operated.
3. Privacy Tinted Windows behind the B-Pillars of the vehicle

SAFETY AND SECURITY

1. OEM factory installed high resolution digital backup camera system.
2. All OEM installed safety and security features shall not be removed including:
 - AdvanceTrac with RSC (Roll Stability Control) or approved equivalent
 - Airbags – Driver and front-passenger front
 - Airbags – Front-seat side
 - Airbags – Safety Canopy System with side-curtains for all rows (Passenger Wagon) or approved equivalent
 - Safety belts – 3-point for all seating positions
 - Tire Pressure Monitoring System

DRIVER / CO PILOT SEATING

1. 2-way manual (Fore/aft/recline) front driver seat with inboard armrest
2. Driver side and curtain airbags.
3. Seat shall be upholstered in OEM Palazzo vinyl
4. OEM rear heater to remain in place below co-pilot seat

SIDE MIRRORS

1. Side mirrors shall be power adjustable.
2. Manual Folding.

CRUISE CONTROL

OEM factory installed cruise control.

INTERIOR PACKAGE

Vehicle shall include OEM Wagon XL Interior Package or equivalent.

RADIO

The radio shall include OEM Sync 3 With AM/FM, Bluetooth, Backup camera, 2 USB ports, 4” multi-functional display.

VEHICLE CONVERSION SPECIFICATIONS

AMBULATORY PASSENGER BUS STYLE ENTRY DOORWAY (NO EXCEPTIONS- SLIDING DOOR WILL NOT BE ACCEPTED AS EQUIVALENT)

1. Bi-fold entrance doors.
2. Doorway shall be included rear of the Curbside B-Pillar.
3. Doorway shall be A&M Brand or approved equivalent.
4. The steps shall be a uniform 9” deep and 9” tall and the first step shall be approximately 9” from the ground.
5. The left and right vertical sides of the doorway shall be cut and fit to match the contour of the chassis body, protruding outward at the bottom only as necessary for the stepwell. No metal edge should extend outward from the contour of the chassis body higher than the chassis body side molding.

6. No cutting of chassis reinforcing structural steel, such as Boron Steel will be allowed. Please reference Item 2, Body & Frame, of Section A - OEM Chassis Specifications.
7. Finish of front floor to provide a smooth transition with the rear flooring, as indicated in Item 2, Flooring, of Section B – Conversion Specifications.
8. Add non-skid of contrasting color to the edge of each interior step edge.
9. Remove sliding door rail and add painted composite insert (color matching vehicle exterior) to cover sliding door channel.
10. Dual electric door openers: one opener shall be able to be operated from the driver seat and remote operation from keychain fobs shall be included with each set of 2 keys.
11. Stainless steel assist handrails on the interior left and right of the doorway structure shall be included. Grab rail should be 1-1/4 inches in diameter. They shall be mounted to the door frame vertically and terminate approximately 36" above the subfloor.
12. An L.E.D. light, that automatically illuminates when the doorway is opened, shall be included.
13. Must have Interlock installed to prevent bus doors opening when van is in gear.
14. OEM safety devices shall not be removed.

FLOOR AND FLOOR COVERING

1. The Vehicle's floor area shall consist of 3/4" plywood sub floor.
2. Prior to the application of the floor covering, the seams, joints, and imperfections and fastener holes shall be filled, and the filler material allowed to fully cure. The entire floor shall be thoroughly sanded to smooth. After sanding, the floor shall be thoroughly and completely cleaned of all sanding dust and any foreign materials.
3. Vehicle floor shall be of high-performance vinyl flooring and shall have a non-slip surface that remains effective in all weather conditions and complies with all ADA requirements. The wear layer shall be constructed with silicon carbide particles and shall not contain aluminum oxide or quartz. The flooring shall be anti-microbial. The floor covering shall meet FMVSS302 and Docket 90. Gerfloor Tarabus Sirius or approved equivalent flooring.
4. Any decorative pattern shall be made with PVC colored chips and shall be consistent throughout the wear layer of the floor covering. Intermediate layer shall be a fiberglass reinforced grid to ensure dimensional stability $\leq 0.2\%$ according to ASTM D 1204. Backing shall be felt textured with minimum thickness of 0.1 mm to ensure good mechanical adhesion on all types of substrates.
5. The floor covering thickness shall be minimum 2.25 millimeters.
6. The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction under dry and wet conditions. Seams will be heat welded with the use of a minimum 5-millimeter diameter round welding rod and thoroughly flushed to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards. Angle welds shall be performed with a triangular 7.2-millimeter-wide welding rod. Welding of seams must not result in discoloration of or shiny strips were welded on the floor. All edges must be sealed with a clear or color matching caulk to prevent moisture intrusion.
7. With normal use and service, the selected flooring products are to be warranted free from defects in materials and workmanship for twelve years after the installation date, when installed and maintained in accordance with manufacturer's recommendations.
8. The driver's floor area should be covered by the chassis manufacturer's standard flooring.

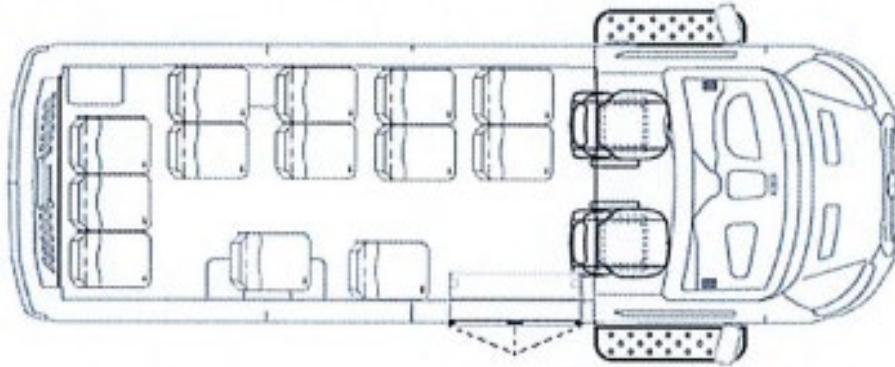
PASSENGER SEATING AND SAFETY RESTRAINTS

1. Each seating position shall be equipped with 3PT shoulder and lap combo seat belts.
2. Forward Facing Seating ONLY.
3. Single manufacturer for all aftermarket seats.
4. Minimum 26" Hip to Knee.
5. All seats shall provide a minimum seat width of 16 inches per passenger and a minimum depth of seat (front to back contour) of 16 inches.

SEAT TYPES

Fixed Passenger Seats:

1. Freedman GO-ES seats or approved equivalent.
2. Shall be upholstered with Level 4 vinyl, RAVEN black vinyl.
3. Seating to match attached floorplan with minimum 10" aisle spacing.



INTERIOR LIGHTING

1. Four (4) LED lights shall be mounted in the ceiling to provide additional illumination for the passenger compartment.
2. One (1) LED light shall be mounted in the Driver stepwell area and one (1) other LED light shall be mounted in the Co-pilot stepwell.
3. One (1) LED light shall be mounted in the stepwell for the Ambulatory Passenger Entrance.
4. All interior passenger compartment lighting shall activate immediately upon opening of any door.
5. Lights shall operate with or without the engine running.

ELECTRICAL

1. All wiring other than OEM shall be GXL insulated or approved equivalent and shall be color coded for positive identification enclosed in black plastic split looms.
2. Wiring installation precautions shall be taken to avoid damage from heat, moisture, moving components, chaffing, and/or solvents due to improper routing, clamping, or grommet usage.
3. All vehicles shall be wired identically and comply with FMVSS Standards.

DRIVERS AND FRONT PASSENGER SIDE RUNNING BOARDS

1. The Running Boards shall be Stainless Steel.
2. The minimum step tread width shall be 8 inches and the maximum width shall be 10 inches.
3. The height of the running boards, as measured from the ground to the top surface of the step, shall be no greater than 14 inches.
4. The running boards shall be fabricated from steel framing members.
5. The running boards shall be stainless steel and constructed of punched steel having a self-cleaning pattern that reduces slipping and snow accumulation.
6. Running boards shall be securely mounted to the vehicle to prevent flexing when used by occupants entering and exiting the vehicle.
7. Running boards shall be capable of withstanding a test weight of 500 pounds without permanent deformation of the running boards or its supporting structure.

SAFETY EQUIPMENT

1. 16-Unit first-aid kit.
2. Three (3) weighted, folding triangular reflectors with a storage container.
3. One seatbelt web cutter to be included

PAINT / DECALS / SIGNAGE / LETTERING

1. Standard exterior color of the van shall be the chassis manufacturer's "Oxford White" or pre-approved equivalent.

WARRANTIES

Chassis:

- Three (3) Years or 36,000 miles Bumper to Bumper OEM warranty
- Five (5) Years or 60,000 miles Engine/Power Train OEM warranty
- Five (5) Years Unlimited miles Body Corrosion

CONVERSION

- One (1) Year, Unlimited Mileage to include workmanship
- One (1) Year, Unlimited Mileage A&M Entry-door
- Three (3) Year, Unlimited Mileage Freedman Seat covers warranty
- Five (5) Year, Unlimited Mileage Freedman seat frame (metal welds) warranty
- Ten (10) Year, Unlimited Mileage Gerflor floor covering WEAR through warranty

DOCUMENTATION AND MANUALS

1. Each Unit delivered shall include all Manufacturer's Standard OEM Chassis Manuals (owner's, warranty, and maintenance).
2. Operator's Manuals and Warranty Coverage.

SERVICE FACILITY

The bidder shall have a service facility within a distance of 50 miles from the County's garage and have a service and parts delivery program to be utilized for minor repairs or service during the warranty period.

If the service facility's name and address is different than the bidder's, the bidder is required to indicate below the authorized body and body component warranty repair facility's name and address, including a letter from the owner of that facility indicating it is authorized by the body manufacturer, all bus component manufacturers and the bidder to perform warranty work on the vehicle bid.

VEHICLE LICENSE AND REGISTRATION

MCPS will see to title and license.

The vehicles shall be inspected according to the N.J. State Inspection Regulations with the proper inspection sticker applied to the front windshield.

SERVICE TRAINING

The successful bidder shall make available upon request by Monmouth County Park System training on the proper operation and maintenance of the vehicle.

METHOD OF AWARD

The award will be based on the lowest unit price submitted for each of these specified vehicles. Each Proposal shall be awarded separately. Bid pricing is guaranteed for a base purchase to be made within 60-days from date of bid opening. The County Park System at its own discretions may purchase additional vehicles during the guaranteed time period.

BRANDS OR OFFERINGS

When a specific brand name is mentioned, all equivalent brand names will be considered. Use this page to list any and all equivalent brands or offerings in order to be accurately reviewed.

PROPOSAL #2

QUANTITY: Estimated 2 units

GENERAL: Shuttle bus shall be current production year 14-passenger with rear luggage compartment

CAPACITY & FLOOR PLAN: See attached floor plan for 14 ambulatory passengers. A rear luggage compartment separate from the passenger compartment shall be accessible through a door on the rear of the bus.

DIMENSIONS:

Exterior: Length - 279" maximum
Width - 96" maximum

Interior: Height - 80" minimum

BODY CONSTRUCTION:

Floor: Shall consist of minimum 5/8" Marine tech plywood on 14 gauge formed cross members.

Wall Structure: Shall be steel cage construction. Vertical members shall be 18 gauge steel formed in a capital "C" channel with 8 bends to create extreme strength and rigidity. 16 gauge 1" x 1" steel tubing shall be welded horizontally between the vertical member to frame the window openings and at both the top and bottom of the sidewalls. 0.

Roof Structure: Radius formed one-piece 18 gauge steel roof bows with eight bends shall be capped from flange to flange. 1" x 1" 16 gauge steel tubing shall be welded along the entire perimeter.

Insulation: Walls shall have 1" thick rigid expanded polystyrene installed between all vertical members, which with the interior and exterior skins shall provide an R value of 5.079. The roof shall have 1 1/2" thick expanded polystyrene installed between the roof bows, providing an R value of 5.877.

Body Assembly: Shall have been tested to meet or exceed FMVSS 220 for bus roll-over protection.

Undercoating: Under structure shall be completely undercoated.

EXTERIOR FINISH:

Sidewalls: Sidewalls shall be of .063" pre-painted aluminum - white.

Roof: The roof shall be a one-piece seamless FRP panel (no exceptions).

Wheels: The exterior of all wheels shall be powder coated white.

Driver running board: A large heavy-duty anti-slip aluminum running board shall be provided for exterior entry into the drivers compartment

Mud Flaps: Shall be integrated to driver running board and behind both rear tires.

BUMPERS:

Front Bumper: Shall be provided by the chassis manufacturer.

Rear Bumper: Shall be wrap-around style, minimum 10-gauge steel, and be powder coated black. A rear step shall be bolted to the bumper for luggage access.

Anti-Ride: A fiberglass reinforced plastic anti-ride fixture shall be integrated into the rear cap, located above the rear bumper.

DOORS:

Passenger Door: Shall be an electrically operated in-cab transit style door with two outward opening panels, affording a clear opening of at least 32" x 81". The door must fully enclose the entry steps.

Rear Door: A single panel door shall be provided in the rear of the bus. A gas strut shall be provided to hold the door open. The handle shall have a key lock to secure this door.

Entry Handrails: Two assist rails shall be provided, one on each side of the passenger doorway. Both handrails shall run parallel to the steps.

Stanchions & Modesty Panel: A vertical stanchion and padded modesty panel shall be provided behind both the step well and the driver's seat. Stanchions and cross bars shall be welded (fittings are not acceptable).

Ceiling grab rail: A passenger assist rail shall be mounted on the streetside ceiling.

WINDOWS:

Passenger Side Windows: Shall be at least 36" high x 36" wide, tinted double top-T slide.

Drip Rail: An extruded aluminum drip rail shall be installed the full-length above the windows.

Egress Windows: Emergency egress windows shall be provided on each side of the vehicle in compliance with FMVSS 217.

ELECTRICAL:

Wiring: Shall be color-coded with circuit identification printed every 6" using machine crimped connectors. All wiring under the body or hood shall be protected with high temperature nylon convoluted tubing and grommeted when routed through holes.

Electrical Panel: Shall be installed in a sealed cabinet above the driver. It shall consist of a printed circuit board. All inputs and outputs shall be monitored with green, yellow and red LED indicators providing visual trouble-shooting.

Schematic: An "as built" electrical legend shall be provided on USB stick.

Radio: OEM AM/FM radio including bluetooth shall be provided with four interior speakers

METHOD OF AWARD

The award will be based on the lowest unit price submitted for each of these specified vehicles. Each Proposal shall be awarded separately. Bid pricing is guaranteed for a base purchase to be made within 60-days from date of bid opening. The County Park System at its own discretions may purchase additional vehicles during the guaranteed time period.

EXTERIOR LIGHTING:

Head Lamps & Front Turn Signals: Shall be supplied with the chassis.

Clearance Lights: Shall be LED type and meet all State and Federal requirements. Front and rear clearance lights must be recessed into the body to preclude damage from trees.

Rear Lights: Shall consist of red LED stop/tail lights, red LED directional signals and white incandescent backup lights.

Brake Lights: Red running taillamps and turn signals to all function as brake lights.

Entry Light: A flush mounted light shall be provided behind the passenger door that automatically activates with opening of the passenger door.

INTERIOR LIGHTING – ALL LED:

Dome Lights: In addition to the driver's and lift lights, dome lights shall be installed in the upper transition panels along each sidewall, placed to provide even, uniform lighting throughout the body. The lights shall be controlled by a master switch in the driver console and automatically with opening of passenger entry door.

Step Well Light: A minimum of two flush mounted lights shall be provided in the step well which automatically activate with opening of entry door.

Driver Dome Light: A separate light shall be provided above driver's left shoulder, activated by opening of driver door.

BODY INTERIOR:

Walls & Headliner: Ceiling shall be covered in Grey Seaspray Fabric to provide sound dampening and insulation. Sidewalls to be made of white FRP panels, and drivers bulkhead and surrounding panels to be wrapped in padded vinyl.

Floor: Shall be covered in Gerflor Sirius Graphite.

Rear Luggage Compartment: Shall be 30" deep. The interior shall be finished with auto cloth or equal. The rear interior wall shall be solid isolating the passengers from the rear storage. A rear door as described in 2.6.2 shall provide access from the exterior of the bus.

Driver Storage: Shall be provided on the engine dog house for storage of a cup, maps and documents.

HEATING & AIR CONDITIONING:

Front Heat: Shall be the maximum size offered by the chassis manufacturer.

Rear Heat: A 2-speed floor mounted heater with a minimum capacity of 70,000 BTU.

Front Air Conditioning: Shall be provided by the chassis manufacturer consisting of compressor and in-dash evaporator.

Rear Air Conditioning: Shall be a TA 733 Super 70K or equivalent "dual-compressor" system. This system shall consist of an additional aftermarket compressor, a skirt mounted condenser and a rear mounted ceiling evaporator. Minimum system capacity shall be 70,000 BTU. Tie-in system will NOT be acceptable.

SEATS:

Passenger Seats: Fixed seats shall be High-back featherweight bucket seats. The seats shall be covered in black or grey Oxen Vinyl.

Seat Track: All forward facing fixed seats shall be secured to steel Unistrut channel in the floor and sidewall.

Seat Belts: All passenger seats shall have USR (Under-seat retractable) seat belts.

Arm Rests: Each aisle seat shall have a folding armrest with black molded rubber covering.

Driver's Seat: Shall be high back, with lumbar support and right-side arm rest. The upholstery shall match the passenger seats.

MIRRORS:

Interior: A 6" x 9" mirror shall be mounted in the front of the bus to enable the driver to view the passenger area.

Exterior Mirrors: Shall consist of integrated dual lens design composite heads containing separately adjustable flat and convex mirrors. The driver's side mirror head shall be wing mount and the passenger fender mounted.

Rear view mirror with integrated backup camera system: A Rosco STSK4750 or equivalent backup camera system and rear-view mirror with 7" monitor shall be provided in driver compartment.

SAFETY EQUIPMENT:

Reflector Kit: A set of three warning triangles shall be provided in a weather resistant storage container.

Fire Extinguisher: A 5 pound fire extinguisher with gauge, rated at 10BC shall be secured in the driver compartment.

First Aid Kit: A first aid kit, minimum 15 unit, shall be mounted in the driver compartment. Additional body fluid cleanup kit to be provided.

Back-up Alarm: The bus shall have an audible alarm which operates when the shift lever is placed in reverse.

Belt Cutter: A seat belt cutter shall be mounted accessible to the seated driver.

Red Light at Egress Windows: One red light above each side egress window to ensure passengers can identify the additional egress points.

Safety roof hatch: To be included due to rear luggage compartment wall blocking rear egress access.

CHASSIS:

CHASSIS: Ford E-350 or equivalent

WHEELBASE: 158 inches, minimum

G.V.W.R.: 12,500 pounds minimum

ENGINE: GAS - 7.3L V-8, min.

TRANSMISSION: Automatic 5-speed with overdrive.

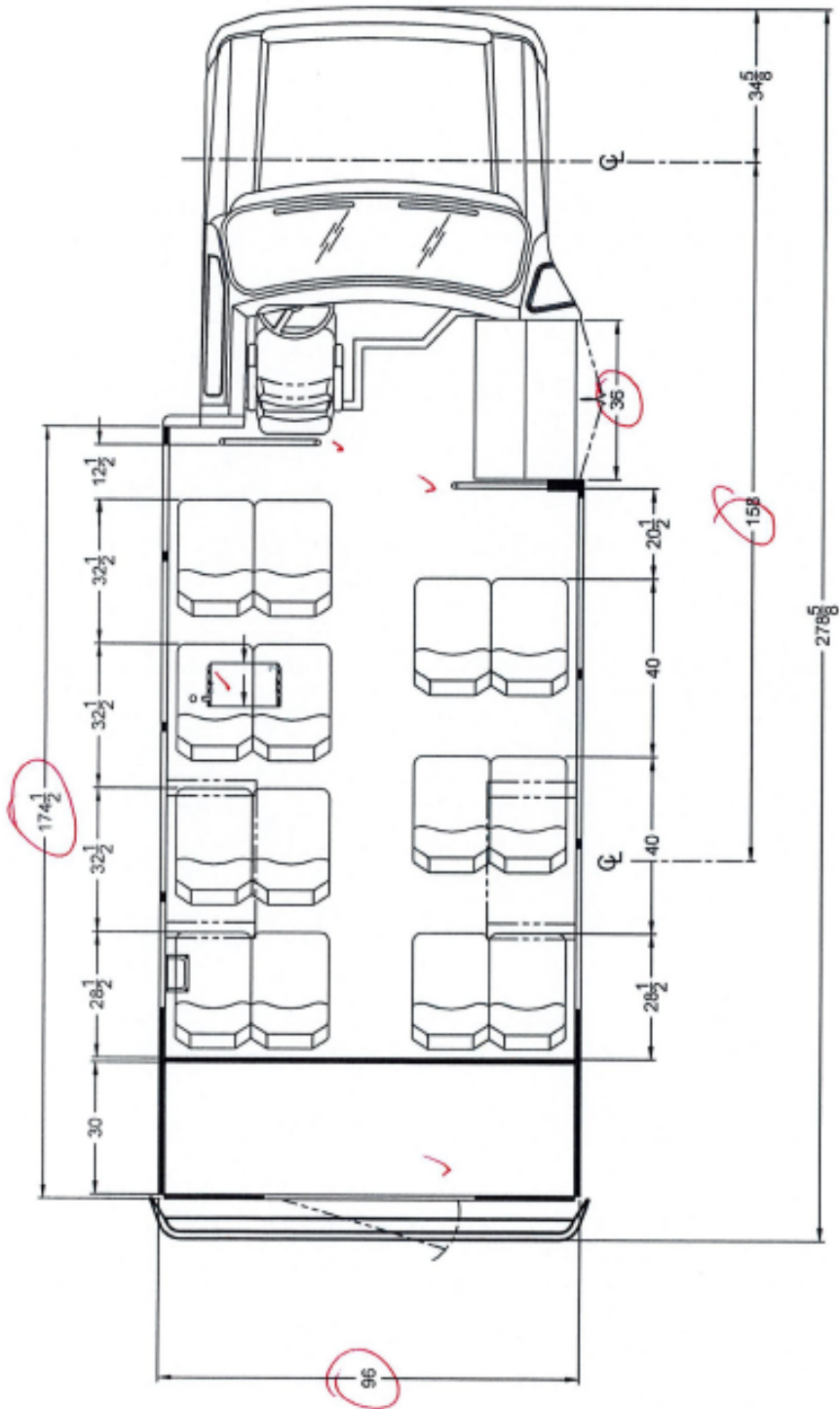
ALTERNATOR: 240 amp, minimum

BATTERY: Dual 12-volt batteries with 70 amp hours minimum

BRAKES: Power-assisted, heavy-duty, front and rear.

FUEL TANK: 40 gallon minimum

FLOORPLAN:



BIDDER'S CHECKLIST

BID #: 0040-24

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR
TO AWARD OF CONTRACT**

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Disclosure of Investment Activities in Iran	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND
RETURNED WITH ALL DOCUMENTS**

SUBMITTED BY: _____

(Company Name)

Proposal # 1

FURNISHING AND DELIVERY OF CURRENT YEAR PRODUCTION OF FORD T350 TRANSIT VAN

The undersigned proposes to furnish and deliver Model Year 2023 (or newer) Ford T350 Transit Van with seating for 13 ambulatory plus Driver and Co-Pilot positions or equal in strict accordance with the conditions and specifications herein for the following amounts:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>TOTAL</u>
1.	Current Year Production FORD T350 Transit Van	1	\$ _____

Variant (if any): _____

TAX EXEMPT #69-0220842

The undersigned is (circle one) - a partnership under the laws of the State of _____
- a corporation
- an individual

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

SUBMITTED BY: _____
(Company Name)

PROPOSAL # 2

**FURNISHING AND DELIVERY OF CURRENT PRODUCTION YEAR MINI-BUS
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.**

The undersigned hereby declares that they have carefully examined the advertisement, specifications, and form of contract for furnishing the specified items and that they will execute the contract according to the specifications, terms, and conditions with respect to the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>TOTAL</u>
1.	Current production year 14-Passenger Mini-Bus	2	\$ _____

TAX EXEMPT #69-0220842

VARIANCE IF ANY: _____

The undersigned is (circle one) - a partnership under the laws of the State of _____
- a corporation
- an individual

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please List _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

OR

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____) ss:

COUNTY OF _____)

Re: FURNISHING AND DELIVERY OF CURRENT YEAR PRODUCTION OF
 MINIBUSES AND FORD T350 AWD TRANSIT VAN (BID #0040-24)

I, _____ (name)

of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

of _____ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by my firm for the purpose of securing business.

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

Title:

Date:

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE N.J.S.A. 10:2-1

CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE *N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)* *N.J.A.C. 17:27 et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program'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 *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 provisions 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____
PRINT **TITLE:**
NAME: _____
DATE: _____

REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

Monmouth County Park System, County of Monmouth, State of New Jersey

Division of Purchasing

DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN

New Jersey Public Law 2012, Chapter 25

Solicitation Number: #0040-24 **Bidder / Respondent:** _____

Project Description: **Furnishing and Delivery of Current Year Production of Minibuses and Ford T350 AWD Transit Van**

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____