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

LICENSED MOTOR VEHICLES

BID NO: #0069-22

ADVERTISED: WEDNESDAY, NOVEMBER 23, 2022

BIDS DUE: THURSDAY, DECEMBER 15, 2022, at 10:00AM

TO APPEAR IN PAPER: WEDNESDAY, NOVEMBER 23, 2022

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 Thursday, December 15, 2022, and then publicly read aloud for the following:

- 1. LICENSED MOTOR VEHICLES (BID #0069-22)
- 2. FURNISHING OF EXTERIOR PAINTING AND SERVICES (BID #0070-22)
- 3. FURNISHING AND DELIVERY OF TROPHIES, PLAQUES AND AWARDS (BID #0022-23)

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 <u>not</u> 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. Public bid openings will take place at Thompson Park Headquarters. 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 James J. Truncer, Secretary-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 Chosen Freeholders

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.

THESE ARE SAMPLES OF THE <u>ONLY</u> ACCEPTABLE N.J. BUSINESS REGISTRATION CERTIFICATES:

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(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
LICENSED MOTOR VEHICLES (BID #0069-22) 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.

DISCREPANCY: If there is a discrepancy between the extended price and the unit price, <u>the</u> <u>unit price shall prevail</u>, <u>and the agency retains</u> the right to recompute the extended price.

PRICE

PROPOSAL

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.

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:

- 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) <u>Books and Records</u>. 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 Chosen Freeholders, 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) <u>Counterparts.</u> 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) <u>Notices.</u> 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: James J. Truncer, Secretary-Director Email: James.Truncer@co.monmouth.nj.us Fax: 732-842-4162

with a copy to:

Michael P. Supko, Jr. 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) <u>Multi-Year Contracts</u>. 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) <u>New Jersey Business Registration</u>. 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 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) <u>Annual Campaign Contribution Disclosure Requirements</u>. 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 inkind 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) <u>Incorporation of Bid Specifications</u>. 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) <u>"Or Equal" Substitutions</u>. 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) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) <u>Severability</u>. 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) <u>Compliance with Applicable Law</u>. 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) <u>No Third-Party Beneficiaries</u>. 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) <u>No Waivers</u>. 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) <u>Assignment</u>. 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) <u>Amendments</u>. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) <u>Drafting Responsibility</u>. 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) <u>Acceptance of Final Payment</u>. 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) <u>Set-Off.</u> 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) <u>Insurance Coverage</u>. 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 therefor. 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 nonowned vehicle, with limits of not less than <u>\$</u> 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 \$ _____ each occurrence and aggregate; and

<u>Additional Insureds</u>. 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.

<u>Insurance Certificates</u>. 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.

<u>Notices</u>. 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.

<u>Non-Recourse Provision</u>. 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.

<u>Subcontractors</u>. 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.

<u>Qualifications of Insurers</u>. 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) <u>Liquidated Damages</u>. 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 COUN	TY BOARD
OF RECREATION CO	OMMISSIONERS

{VENDOR NAME}

BY:

Kevin Mandeville, Chairman

ATTEST:

James J. Truncer, Secretary-Director DATE:

RESOLUTION NO:

PURCHASE ORDER NO: _____

BY:_____

ATTEST:

DATE:

GENERAL SPECIFICATIONS FOR LICENSED MOTOR VEHICLES

METHOD OF	
AWARD:	This bid is comprised of Seven (7) separate proposals. The bid will be awarded on a proposal-by-proposal basis to the lowest qualified bidder by adding all items in the proposal for a total. The Monmouth County Park System reserves to right to purchase from 0 to 10 vehicles based on available monies.
MANUALS INCLUDED:	Parts, Service & Two (2) Operating Manuals or CDs for each vehicle or as specified.
PRODUCTION YEAR:	All vendors are to supply vehicles as specified of the most current production year. If any variances in production year are being bid as a variance to the specifications, they must be listed on the proposal page as a variance which is explained further below.
VARIANCES:	It will be assumed that if no variances are taken on a specific vehicle, the vehicle bid meets the specification exactly (including options). It is the vendors' responsibility to write make and model in the space provided for all vehicles bid. Also included in the bid packet should be all related literature, including cut sheets, for vehicles in which variances are taken. Likewise, it is the sole responsibility of the vendor to highlight/document each and every variance from vehicle being bid. Failure to follow guidelines as set forth will lead to a bid being rejected.
TITLE/C.O.:	MCPS will see to title and license
LICENSE PLATES:	MCPS will see to title and license
CONTACT:	Sean O'Herron, (732) 842-4000, Ext. #4320.
DELIVERY:	All vehicles are to be delivered to:
	Thompson Park – Equipment Services Division 805 Newman Springs Road Lincroft, NJ 07738 Phone: 732 –842-4000 Ext. #4282 *Call a minimum of 24 hours prior to delivery.

FURNISHING AND DELIVERY OF 2023 (OR CURRENT PRODUCTION YEAR) RANGER XL SUPER CAB FOUR WHEEL DRIVE TRUCK.

QUANTITY:	Estimated 3	
GENERAL:	Vehicles shall be 2023 (or Current Production Year) Four (4) Wheel Drive with six (6) foot fleet side/style-side body. The vehicle shall be delivered with all standard equipment and options as specified herein (See Attached Specifications).	
DIMENSIONS:	GVWR is to be 6,050 lbs. minimum Wheelbase – 126.8" minimum Payload - 1,650 lbs. minimum Overall length – 210.8" minimum Width – 73.3" minimum Height – 71.5" minimum Body/box length – 6' minimum, 43.3 cu. ft. volume minimum	
FRONT SUSPENSION:	Independent short, long arm and solid stabilizer bar Axle capacity – 3,130 lbs. minimum Spring capacity – 3,130 lbs. minimum	
REAR SUSPENSION:	Rigid-Axle Hotchkiss-type non-independent live, parabolic leaf springs and shock absorbers Axle capacity – 3,500 lbs. minimum Spring capacity – 3,500 lbs. each minimum Rear axle ratio – 3.73 Rear electronic locking differential (Limited Slip)	
ENGINE:	2.3 L Gasoline I-4 Eco-Boost, 270 HP	
TRANSMISSION:	10-Speed heavy-duty automatic transmission with overdrive and tow-haul mode	
TRANSFER CASE:	Electronic shift on the fly including automatic locking front hubs with manual override and control on instrument panel.	
ELECTRICAL:	12 Volt negative ground system Heavy Duty Alternator 700 (Minimum) CCA battery, maintenance free – heavy duty	
Specification Prop.1	Bid #0069-22 Page 1 of 5	5

	Dome lamp in cab with door operated switch Auxiliary Power Point – Minimum one (1) Cargo area light to be provided with integral high mount stop lamp Headlamps Reverse Sensing System Daytime running lamps Backup Camera
RADIO:	Standard factory installed AM/FM radio with clock
INSTRUMENTS:	Full gauge instrumentation, positive reading type – fuel, voltmeter, temperature, oil pressure, speedometer, tachometer, outside air temp, tire pressure
WIPERS/ WASHERS:	Intermittent windshield wipers with washers
BRAKES:	Standard power front and rear disc Four-wheel anti-lock brakes
STEERING:	Power steering
FUEL TANK:	largest single tank available from manufacturer – 18 gallon minimum.
AIR CONDITIONING:	Standard with vehicle
BUMPERS:	Front – standard bumper; painted Rear – step bumper type; painted
TRAILER HITCH/TOWING:	Class IV weight distributing platform type hitch with 2" opening. Tow Command integrated trailer brake controller – located on instrument panel Seven wire harness mated to seven-way sealed trailer connector (RV style)
MIRRORS:	One (1) inside rear view mirror; day night Two (2) mirrors with manual glass and manual folding
GLASS:	Tinted glass – all windows

Specification Prop.1

INTERIORS: Premium Vinyl Bucket Seats Color: Ebony Black Premium Vinyl Fitted rubber floor mat; full cab (no carpeting) Heavy-duty slush mats to match interior (floor mats) Interior hood release mechanism Factory installed air conditioning Tilt steering column

MISCELLANEOUS:

Perimeter Anti-Theft Alarm Power Windows Remote Key Fob Auto On/Off Head Lamps 2 Front tow hooks 6 cargo tie downs Power Door Locks Fog Lamps Smart Charging USB port

TRUCK ACCESSORIES:

	Truck shall come equipped with 4 mud flaps (2 front and 2 rear). Mud flaps shall be black molded.
	Spray in bed liner, to include tailgate. If truck comes with bed caps, bed liner should be under the rail. If truck does not come with bed caps, bed liner should be over the rail. Truck shall come with molded black cab steps. These steps shall
	be the full length of the door opening and shall be the same make as the truck
	Aluminum diamond plate toolbox, cross over type with single lid mounted in front of bed.
KEYS:	Upon delivery, the vehicle is to be provided with four (4) full sets of keys including toolbox keys.
WHEELS &	
TIRES:	Five (5) wheels and tires shall be furnished with the vehicle. Wheels shall be standard steel.
	Tires to be size LT 255/65R17 all-terrain BSW tread tires.
	17" Aluminum Wheels
	Full spare wheel and tire to be mounted standard – tire to match truck tires
	Standard axle jack to be provided
	Tire pressure monitoring system

Specification Prop.1

EXTERIOR &	
PAINT:	Exterior color is to be standard white from manufacturer. (Oxford white solid paint) Bumpers – Carbon Black Tow hooks – 2 fronts Skid plates – incl. differential, transfer case and engine shields
SAFETY:	 4-Wheel anti-lock braking system (ABS) Roll stability control (RSC) Hill assist control Trailer sway control Driver and front passenger airbags with passenger side deactivation switch Driver and front passenger side air bag/curtain Safety Canopy System Color-keyed safety belts with height adjustable D-rings Front center seat integrated restraints (SIR) Seatbelt-not-buckled chime and flashing warning light Tire pressure monitoring system Reverse Sensing System Factory installed tailgate step
WARNING LIGHTS:	A LED lightbar shall be installed on the cab. The lightbar shall be 54" and mounted as closely as possible to the roof of the cab with a low-profile mounting bracket. The lightbar shall contain droplock moveable LED modules allowing for easy changes in configuration or replacement of failed modules. The light bar shall include a cab mounted control panel to power the lightbar on/off, cycle through flash patterns, and shall display the current pattern. There shall be a minimum of 9 functions on the control panel. Proper installation of this unit shall be discussed with MCPS before installation in or delivery of vehicle.

Specification Prop.1

	For reference purposes the light bar shall be comparable to ECCO Pro Vantage 42" model # 12-50017-ES with 12 directional modules, 2 worklamp modules, 2 alley light modules, 2 stop tail indicator modules, and 1 safety director.
	For reference purposes the dash mounted red LED light shall be comparable to an ECCO #3612.
MANUALS:	Complete service and overhaul manuals to be provided with vehicles or CD's if available will be accepted.
TITLE/LICENSE:	MCPS will see to title and license
N.J. STATE INSPECTION:	<u>The vehicles shall be inspected according to the N.J. State</u> <u>Inspection Regulations with the proper inspection sticker applied</u> to the front windshield.
DELIVERY:	The vehicles shall be delivered to the Monmouth County Park System. Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Road, Lincroft, NJ 07738. Attention: Miguel Escalante (732) 842-4000 Ext. #4337
NOTE:	For reference purposes only: Units shall be comparable to a 2023 or current Production Year Ford Ranger XL 4 x 4.

FURNISHING AND DELIVERY OF 2023 (OR CURRENT PRODUCTION YEAR) RANGER XLT SUPER CAB FOUR WHEEL DRIVE TRUCK.

QUANTITY:	Estimated 1
GENERAL:	Vehicles shall be 2023 (or Current Production Year) Four (4) Wheel Drive with six (6) foot fleet side/style-side body. The vehicle shall be delivered with all standard equipment and options as specified herein (See Attached Specifications).
DIMENSIONS:	GVWR is to be 6,050 lbs. minimum Wheelbase – 126.8" minimum Payload - 1,650 lbs. minimum Overall length – 210.8" minimum Width – 73.3" minimum Height – 71.5" minimum Body/box length – 6' minimum, 43.3 cu. ft. volume minimum
FRONT SUSPENSION:	Independent short, long arm and solid stabilizer bar Axle capacity – 3,130 lbs. minimum Spring capacity – 3,130 lbs. minimum
REAR SUSPENSION:	Rigid-Axle Hotchkiss-type non-independent live, parabolic leaf springs and shock absorbers Axle capacity – 3,500 lbs. minimum Spring capacity – 3,500 lbs. each minimum Rear axle ratio – 3.73 Rear electronic locking differential (Limited Slip)
ENGINE:	2.3 L Gasoline I-4 Eco-Boost, 270 HP
TRANSMISSION:	10-Speed heavy-duty automatic transmission with overdrive and tow-haul mode
TRANSFER CASE:	Electronic shift on the fly including automatic locking front hubs with manual override and control on instrument panel.
ELECTRICAL:	12 Volt negative ground system Heavy Duty Alternator 700 (Minimum) CCA battery, maintenance free – heavy duty

	Dome lamp in cab with door operated switch Auxiliary Power Point – Minimum one (1) Cargo area light to be provided with integral high mount stop lamp Headlamps Reverse Sensing System Daytime running lamps Backup Camera Sync 3
RADIO:	Standard factory installed touch screen AM/FM radio with clock
INSTRUMENTS:	Full gauge instrumentation, positive reading type – fuel, voltmeter, temperature, oil pressure, speedometer, tachometer, outside air temp, tire pressure
WIPERS/ WASHERS:	Intermittent windshield wipers with washers
BRAKES:	Standard power front and rear disc Four-wheel anti-lock brakes
STEERING:	Power steering
FUEL TANK:	largest single tank available from manufacturer – 18 gallon minimum.
AIR CONDITIONING:	Standard with vehicle
BUMPERS:	Front – standard bumper; painted Rear – step bumper type; painted
TRAILER HITCH/TOWING:	Class IV weight distributing platform type hitch with 2" opening. Tow Command integrated trailer brake controller – located on instrument panel Seven wire harness mated to seven-way sealed trailer connector (RV style)
MIRRORS:	One (1) inside rear view mirror; day night Two (2) mirrors with manual glass and manual folding
GLASS:	Tinted glass – all windows

INTERIORS: Premium Cloth Bucket Seats Color: Ebony Black Premium Cloth Fitted rubber floor mat; full cab (no carpeting) Heavy-duty slush mats to match interior (floor mats) Interior hood release mechanism Factory installed air conditioning Tilt steering column

MISCELLANEOUS: Cruise Control Perimeter Anti-Theft Alarm Power Windows Remote Key Fob Auto On/Off Head Lamps 2 Front tow hooks 6 cargo tie downs Power Door Locks Fog Lamps Smart Charging USB port SYNC 3

TRUCK ACCESSORIES:

	Truck shall come equipped with 4 mud flaps (2 front and 2 rear). Mud flaps shall be black molded.
	Spray in bed liner, to include tailgate. If truck comes with bed caps, bed liner should be under the rail. If truck does not come with bed caps, bed liner should be over the rail.
	Truck shall come with molded black cab steps. These steps shall be the full length of the door opening and shall be the same make as the truck
	Aluminum diamond plate toolbox, cross over type with single lid mounted in front of bed.
KEYS:	Upon delivery, the vehicle is to be provided with four (4) full sets of keys including toolbox keys.
WHEELS &	
TIRES:	Five (5) wheels and tires shall be furnished with the vehicle. Wheels shall be standard steel.
	Tires to be size LT 255/65R17 all-terrain BSW tread tires. 17" Aluminum Wheels
	Full spare wheel and tire to be mounted standard – tire to match truck tires
	Standard axle jack to be provided

NOTE:	For reference purposes only: Units shall be comparable to a 2023 or current Production Year Ford Ranger XLT 4 x 4.
DELIVERY:	The vehicles shall be delivered to the Monmouth County Park System. Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Road, Lincroft, NJ 07738. Attention: Miguel Escalante (732) 842-4000 Ext. #4337
N.J. STATE INSPECTION:	The vehicles shall be inspected according to the N.J. State Inspection Regulations with the proper inspection sticker applied to the front windshield.
TITLE/LICENSE:	MCPS will see to title and license
MANUALS:	Complete service and overhaul manuals to be provided with vehicles or CD's if available will be accepted.
SAFETY:	 (Oxford white solid paint) Bumpers – Carbon Black Tow hooks – 2 fronts Skid plates – incl. differential, transfer case and engine shields 4-Wheel anti-lock braking system (ABS) Roll stability control (RSC) Hill assist control Trailer sway control Driver and front passenger airbags with passenger side deactivation switch Driver and front passenger side air bag/curtain Safety Canopy System Color-keyed safety belts with height adjustable D-rings Front center seat integrated restraints (SIR) Seatbelt-not-buckled chime and flashing warning light Tire pressure monitoring system Reverse Sensing System Factory installed tailgate step
EXTERIOR & PAINT:	Exterior color is to be standard white from manufacturer.
	Tire pressure monitoring system

FURNISHING AND DELIVERY OF TWO (2) 2023 (OR CURRENT PRODUCTION YEAR) FORD EXPLORER XLT SPORT UTILITY VEHICLES WITH ALL STANDARD EQUIPMENT AND OPTIONS SPECIFIED.

QUANTITY:	Estimated 2	
GENERAL:	Vehicle to be a 2023 (or Current Production Year) Ford Explorer Sport XLT Utility Vehicle with all-wheel drive in accordance with specifications here.	
DIMENSIONS:	Vehicle Base – 113.8 inches Overall Length – 192.4 inches Overall, Body Width – 72.2 inches Overall, Height – 66.6 inches	
ENGINE:	2.3 Liter EcoBoost gasolineDouble overhead cam16 Valve dual VVT engine	
TRANSMISSION:	10 Speed Automatic Auto Stick Control	
ELECTRICAL:	12 Volt System 12 Volt DC Power Outlets Heavy Duty Alternator – 160 amp 525 amp maintenance free battery LED tail lamps	
FRONT SUSPENSION:		
	Automatic transaxle Touring suspension Traction control Independent suspension	
REAR SUSPENSION:		
	Multi-link independent	

- Touring suspension
- BRAKES: 4-Wheel disc 4-Wheel anti-lock Standard parking brake

WHEELS & TIRES:	18" Silver aluminum wheel Standard wheel covers 255/65 R18 BSW All Season Tires
SPARE TIRE:	Full size matching spare tire and wheel
INTERIOR:	Power windows with one touch driver/passenger down Power door locks SYNC®4 CD/MP3 Audio System 6 Speakers Low-back bucket, cloth seats Second row 40/60 cloth seat Standard air conditioning Standard air bags Leather wrapped heated steering wheel Heated front seats
EXTERIOR:	Fuel tank capacity 20.5 gallons Solar control glass Sunscreen glass Tinted windshield Black exterior mirrors Tires, P255/65R18 All Season touring tires Wheels 18" x 6.5" aluminum wheels Standard wheel covers Full size matching spare tire and wheel Daytime running lights
COLOR:	Exterior – White Interior – Black
OPTIONS:	4 full sets of keys All weather slush mats for front and 2 nd row floor
TITLE/LICENSE:	MCPS will see to Title and License
N.J. STATE INSPECTION:	The vehicle shall be inspected according to the N.J. State Inspection Regulations with the proper inspection sticker applied to the front windshield.

DELIVERY: The vehicle shall be delivered to the Monmouth County Park System.

Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Rd., Lincroft, NJ 07738. Attention: Miguel Escalante (732) 842-4000 Ext. #4337.

FURNISHING AND DELIVERY OF ONE (1) 2023 OR CURRENT PRODUCTION YEAR FORD ESCAPE SEL SPORT UTILITY VEHICLES WITH ALL STANDARD EQUIPMENT AND OPTIONS SPECIFIED.

QUANTITY:	Estimated 1	
GENERAL:	Vehicle to be a 2023 Ford Escape SEL Sport Utility Vehicle with all-wheel drive in accordance with specifications here.	
DIMENSIONS:	Vehicle Base – 113.8 inches Overall Length – 192.4 inches Overall Body Width – 72.2 inches Overall Height – 66.6 inches	
ENGINE:	1.5 Liter EcoBoost gasolineDouble overhead cam16 Valve dual VVT engine	
TRANSMISSION:	8 Speed Automatic Auto Stick Control	
ELECTRICAL:	12 Volt System 12 Volt DC Power Outlets Heavy Duty Alternator – 160 amp 525 amp maintenance free battery LED tail lamps	
FRONT SUSPENSION:		
	Automatic transaxle Touring suspension Traction control Independent suspension	
REAR SUSPENSION:		
	Multi-link independent Touring suspension	

BRAKES: 4-Wheel disc 4-Wheel anti-lock Standard parking brake

WHEELS & TIRES:	18" Silver steel wheel Standard wheel covers 255/60 R18 BSW All Season Tires
SPARE TIRE:	Full size matching spare tire and wheel
INTERIOR:	Power windows with one touch drivers down Power door locks SYNC®3 CD/MP3 Audio System 6 Speakers Low-back bucket, vinyl seats Second row 40/60 vinyl seat Standard air conditioning Standard air bags
EXTERIOR:	Fuel tank capacity 20.5 gallons Solar control glass Sunscreen glass Tinted windshield Black exterior mirrors Tires, P225/60R18 All Season touring tires Wheels 18" x 6.5" steel wheels Standard wheel covers Compact spare tire Daytime running lights
COLOR:	Exterior – White Interior – Black
OPTIONS:	4 full sets of keys All weather slush mats for front and 2 nd row floor
TITLE/LICENSE:	MCPS will see to Title and License
N.J. STATE INSPECTION:	The vehicle shall be inspected according to the N.J. State Inspection Regulations with the proper inspection sticker applied to the front windshield.

DELIVERY:	The vehicle shall be delivered to the Monmouth County Park System.
	Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Rd., Lincroft, NJ 07738. Attention: Frank Biddle 732-842-4000 Extension #4337.
NOTE:	For reference purposes only: Units shall be comparable to a 2023 or current Production Year Ford Escape SEL Sport Utility Vehicle.

FURNISHING AND DELIVERY OF 2023 OR CURRENT PRODUCTION YEAR F150 XL SUPERCAB 1/2 TON FOUR-WHEEL DRIVE PICK UP TRUCK WITH 6.5' BED.

QUANTITY:	Estimated 4
GENERAL:	Vehicle shall be a 2023 or current production year $\frac{1}{2}$ ton, 4-wheel drive pickup truck with a 6.5-foot bed and super cab.
	The vehicle shall be delivered with all standard equipment and options as specified herein.
DIMENSIONS:	Wheelbase – 145 inches Length – 243.7 inch Width – (excluding mirrors) 79.9 inch Height – 77.0 inch GVWR – 6,300 lbs. minimum
ENGINE:	 3.5 Liter V-6 Ecoboost Engine, gasoline High Pressure Direct-Injection 400 HP @ 5,000 RPM 500 lbs. Torque @ 2,500 RPM Fail safe engine cooling system
TRANSMISSION:	Electronic 10 speed automatic with tow/haul mode Auxiliary transmission oil cooler
TRANSFER CASE:	Standard transfer case for four (4) wheel drive shift on the fly option with rotary dial on dash
REAR AXLE:	3.73 Ratio Electronic locking rear axle
ELECTRICAL:	12-volt power points Integrated trailer brake controller Daytime running lights Dual note horn Dome lamp Heavy-duty battery, 78-amp hr. Cargo lamp Reverse Sensing System Four (4) upfitter switches – located on instrument panel Backup camera

	Power windows with one touch up and down Power door locks – with key fob 110V/400W outlet located in center console Bluetooth technology using voice activation for phone calls and automatic phone book download. (SYNC 4)
RADIO:	Standard factory installed AM/FM radio with clock
WIPERS/ WASHERS:	Intermittent wipers
BRAKES:	4 Wheel disc 4 Wheel anti-lock Integrated trailer brake controller
STEERING:	Power rack and pinion
FUEL TANK:	23 Gallon, Extended Range, single tank
BUMPERS:	Standard painted front bumper Painted rear step bumper
MIRRORS:	Interior – Day/night mirror Exterior – Trailer tow style with manual adjust glass and Manual adjust convex and manual extend.
GLASS:	Tinted glass
INTERIORS:	40/20/40 Split front seat vinyl covered Standard rear seat, vinyl covered
AIR CONDITIONING:	Standard with vehicle
SAFETY:	Standard air bags Tire pressure monitoring system 3 Point safety belts for all front seat positions Advanced roll stability control Trailer sway control Reverse Sensing System Backup camera Factory installed tailgate step

WARNING LIGHTS:

LIGHTS.	A LED lightbar shall be installed on the cab. The lightbar shall be 60" and mounted as closely as possible to the roof of the cab with a low-profile mounting bracket. The lightbar shall contain droplock moveable LED modules allowing for easy changes in configuration or replacement of failed modules. The light bar shall include a cab mounted control panel to power the lightbar on/off, cycle through flash patterns, and shall display the current pattern. There shall be a minimum of 9 functions on the control panel. Proper installation of this unit shall be discussed with MCPS before installation in or delivery of vehicle.
	A dash mounted warning light shall be installed in the cab. This red LED directional light shall be permanently mounted on the center of the dash as close to the windshield as possible. This light is to be wired to one of the factory's upfitter switches. This switch will be designated for the dash light only. If the vehicle is not available with factory upfitter switches, an appropriate fused switch shall be installed within reach of the driver. The light shall not block the drivers view and shall be no more than 12" wide. This form of light is also known as a deck blaster light.
	For reference purposes the light bar shall be comparable to ECCO Pro Vantage 60" model 12-50001-ES with 12 directional modules, 2 worklamp modules, 2 alley light modules, 2 stop tail indicator modules, and 1 safety director.
	For reference purposes the dash mounted red LED light shall be comparable to an ECCO #3612.
KEYS:	Upon delivery, the vehicle is to be provided with four (4) full sets of keys.
WHEELS & TIRES:	17" Silver steel wheel Standard wheel covers 265/70 R17 OWL All Terrain Tires
SPARE TIRE:	Full size matching spare tire and wheel
EXTERIOR PAINT COLOR:	Exterior – white

INTERIOR	
COLOR:	Medium Dark Slate
OPTIONS:	Vehicle bid shall include the following: Single lid aluminum cross over toolbox installed in bed Spray-in bed liner (factory option) Spray in bed liner, to include tailgate. If truck comes with bed caps, bed liner should be under the rail. If truck does not come with bed caps, bed liner should be over the rail Trailer tow package (Class IV) – to include hitch receiver and 7-way RV style trailer light socket
	Factory black platform running boards Integrated trailer brake controller Molded splash guards – all 4-wheel wells All weather floor mats Daytime running lights Front license plate bracket Manuals extend trailer tow mirrors Reverse Sensing System
MANUALS:	Complete service and overhaul manuals to be provided with vehicle or CD if available will be accepted.
TITLE/LICENSE:	MCPS will see to Title and License
N.J. STATE INSPECTION:	The vehicle shall be inspected according to the N.J. State Inspection Regulations with the proper inspection sticker applied to the front windshield.
DELIVERY:	The vehicle shall be delivered to the Monmouth County Park System. Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Rd., Lincroft, NJ 07738. Attention: Miguel Escalante (732) 842-4000 Ext. #4337.
NOTE:	For reference purposes only: Unit shall be comparable to a 2023 or current production year F-150 4 x 4 Supercab Pickup with 6.5 Bed.

FURNISHING AND DELIVERY OF 2023 OR CURRENT PRODUCTION YEAR F150 XLT SUPERCREW 1/2 TON FOUR-WHEEL DRIVE PICK UP TRUCK WITH 5.5' BED.

Estimated 1 QUANTITY: **GENERAL**: Vehicle shall be a 2023 or current production year ¹/₂ ton, 4-wheel drive pickup truck with a 5.5-foot bed and super crew cab. The vehicle shall be delivered with all standard equipment and options as specified herein. Wheelbase - 145 inches **DIMENSIONS:** Length -243.7 inch Width – (excluding mirrors) 79.9 inch Height -77.0 inch GVWR – 6,300 lbs. minimum ENGINE: 3.5 Liter EcoBoost V-6 Engine, gasoline **High Pressure Direct-Injection** 365 HP @ 5,000 RPM 420 lbs Torque @ 2,500 RPM Fail safe engine cooling system TRANSMISSION: Electronic 10 speed automatic with tow/haul mode Auxiliary transmission oil cooler TRANSFER CASE: Standard transfer case for four (4) wheel drive shift on the fly option with rotary dial on dash **REAR AXLE:** 3.73 Ratio Electronic locking rear axle 12-volt power points ELECTRICAL: Integrated trailer brake controller Daytime running lights Dual note horn Dome lamp Heavy-duty battery, 78-amp hr. Cargo lamp **Reverse Sensing System** Four (4) upfitter switches – located on instrument panel Backup camera

RADIO:	Standard factory installed touch screen AM/FM radio with clock & SYNC®4
WIPERS/ WASHERS:	Intermittent wipers
BRAKES:	4 Wheel disc 4 Wheel anti-lock Integrated trailer brake controller
STEERING:	Power rack and pinion
FUEL TANK:	36 Gallon, Extended Range, single tank
BUMPERS:	Standard painted front bumper Painted rear step bumper
MIRRORS:	Interior – Day/night mirror Exterior – Trailer tow style with manual adjust glass and manual adjust convex and manual extend.
GLASS:	Tinted glass
INTERIORS:	40/20/40 Split front seat cloth covered Standard rear seat, cloth covered Leather wrapped heated steering wheel Heated front seats
AIR CONDITIONING:	Standard with vehicle
SAFETY:	Standard air bags Tire pressure monitoring system 3 Point safety belts for all front seat positions Advanced roll stability control Trailer sway control

WARNING LIGHTS:	
	A LED lightbar shall be delivered in original packaging.
	A dash mounted warning light shall be delivered in original packaging.
	For reference purposes the light bar shall be comparable to ECCO Pro Vantage 60" model 12-50001-ES with 12 directional modules, 2 worklamp modules, 2 alley light modules, 2 stop tail indicator modules, and 1 safety director.
	For reference purposes the dash mounted red LED light shall be comparable to an ECCO #3612.
KEYS:	Upon delivery, the vehicle is to be provided with four (4) full sets of keys.
WHEELS & TIRES:	17" Grey styled steel wheel Standard wheel covers 265/70 R17 All Terrain BSW Tires
SPARE TIRE:	Full size matching spare tire and wheel
EXTERIOR PAINT COLOR:	Exterior – white
INTERIOR COLOR: OPTIONS:	Medium dark slate Vehicle bid shall include the following: Single lid aluminum cross over toolbox installed in bed Spray-in bed liner (factory option) Spray in bed liner, to include tailgate. If truck comes with bed caps, bed liner should be under the rail. If truck does not come with bed caps, bed liner should be over the rail Trailer tow package (Class IV) – to include hitch receiver and 7-way RV style trailer light socket Factory black platform running boards Integrated trailer brake controller Molded splash guards – all 4-wheel wells All weather floor mats Daytime running lights Front license plate bracket Manual extend trailer tow mirrors Reverse Sensing System Four (4) upfitter switches – located on instrument panel

MANUALS:	Complete service and overhaul manuals to be provided with vehicle or CD if available will be accepted.
TITLE/LICENSE:	MCPS will see to Title and License
N.J. STATE INSPECTION:	<u>The vehicle shall be inspected according to the N.J. State</u> <u>Inspection Regulations with the proper inspection sticker applied</u> <u>to the front windshield.</u>
DELIVERY:	The vehicle shall be delivered to the Monmouth County Park System. Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Rd., Lincroft, NJ 07738. Attention: Miguel Escalante (732) 842-4000 Ext. #4337.

NOTE: For reference purposes only: Unit shall be comparable to a 2022 or current production year F-150 4 x 4 Supercrew Pickup with 6.5 ft. Bed.

PROPOSAL # 7

FURNISHING AND DELIVERY OF 2023 OR CURRENT PRODUCTION YEAR TWO WHEEL DRIVE REGULAR CHASSIS CAB 4 X 2 FORD F350 OR GENERAL MOTORS 3500

- QUANTITY: Estimated 1
- GENERAL: For reference purposes only: Specifications based on a 2023 (or current production year) Ford F-350 or General Motors 3500, 2wheel drive, 1-ton, dual rear wheel cab and chassis. Truck has to accept a Supreme Model, 12-foot-long aluminum body. Where heavy-duty components are specified, they are to be equipped with all standard features, as supplied by the manufacturer.
- DIMENSIONS: GVWR 12,300 lbs. Wheelbase – 168 in Cab to Axle – 100 in Body Width – 79.3 in
- ENGINE: 6.2 L V-8 engine, gasoline Electronic Fuel Injected 401 HP @ 5200 RPM 646 lb. – ft. of torque @ 4000 RPM
- TRANSMISSION: Electronic 10 speed heavy duty automatic with tow/haul mode

FRONT

SUSPENSION:	Independent front suspension
	GVW – 4,670 lbs. minimum
	Heavy duty spring or torsion bar
	Heavy duty shocks and stabilizer bar
	Heavy duty handling/trailering package

REAR

SUSPENSION: 3.73 non limited slip axle GVW – 8,550 lbs. minimum Heavy duty rear springs Dual rear wheels Heavy duty handling/trailering package

ELECTRICAL:	 12-volt negative ground system Cab dome light with door operated switch 200-amp alternator minimum 650 CCA battery minimum – maintenance free
RADIO:	Standard factory installed AM/FM radio with clock
WIPERS/ WASHERS:	Intermittent wipers
BRAKES:	Hydraulic brakes
STEERING:	Power recirculating ball type
FUEL TANK:	26.5-gallon fuel tank
BUMPERS:	Front only painted argent or chrome whichever is standard equipment.
MIRRORS:	Interior – Day/night mirror Exterior – Two (2) left and right rearview mirrors – west coast type 7" wide by 16" high, painted black
INTERIORS:	40/20/40 Split front bench 3 passenger. Driver and passenger to be manual reclining with outboard head restraints. Vinyl seats Interior color gray or charcoal Full rubber floor mat – color to be black Color keyed rubber floor mats – both sides
CAB AND	
ACCESSORIES:	Interior hood release Roof drip moldings if available from factory Tinted glass – sunshade in windshield Tow hooks on front of truck – frame mounted
WHEELS AND TIRES:	Standard ventilated stamped steel argent wheels Four wheel caps or covers Tires: Two (2) LT 275/65R 18E Load Range "D" All Season Blackwall for front of truck. Four (4) LT 275/65R 18E Load Range "D" All Terrain Blackwall tires on the rear. One (1) spare wheel and tire – tire to be LT 275/65R 18E Load Range "D" Blackwall All Season tire – loose in back of truck.

SAFETY:	Standard air bags Tire pressure monitoring system 3 Point safety belts for all front seat positions Advanced roll stability control Trailer sway control Reverse Sensing System Backup camera Factory installed tailgate step
KEYS:	Upon delivery, the vehicle is to be provided with four (4) full sets of keys.
EXTERIOR PAINT COLOR:	Cab to be painted white Front bumper if painted – to be argent Wheels to be painted argent Mirrors to be black
MANUALS:	Owner's manuals provided with vehicle Complete set of service manuals to be provided
RUST PROOF:	This vehicle shall be rust proofed. The type of rust proofing to be used must be specified by the dealer (i.e., Ziebart, Auto Armor, Rusty Jones, etc.) If manufacturer provides rust proofing from factory with a five (5) year warranty minimum, no additional after market rust proofing is necessary from the dealership, <u>Warranties</u> <u>must be provided</u> . Must be rust proofed in accordance with Federal Specifications 297A. <u>Sample of written warranty must be included</u> <u>in bid proposal</u> .
TITLE/LICENSE:	MCPS will see to Title and License.
N.J. STATE INSPECTION:	<u>The vehicle shall be inspected according to the N.J. State</u> <u>Inspection Regulations with the proper inspection sticker applied</u> to the front windshield.
DELIVERY:	The vehicle shall be delivered to the Monmouth County Park System. Delivery is to be made to the Equipment Services Division, Thompson Park, 805 Newman Springs Rd., Lincroft, NJ 07738. Attention: Miguel Escalante (732) 842-4000 Ext. #4337.
NOTE:	For reference purposes only: Unit shall be comparable to a 2023 or current production year two-wheel drive Supercab chassis cab Ford F350.

BIDDER'S CHECKLIST

BID #: 0069-22

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

B. ITEMS PREFERRED WITH THE BID, BUT <u>MANDATORY</u> PRIOR TO AWARD OF CONTRACT

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	
X	EEO/Affirmative Action Certificate	
X	References / List of previous and/or active relevant work	
X	Disclosure of Energy Sector 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 2023 (OR CURRENT PRODUCTION YEAR) RANGER XL FOUR WHEEL DRIVE

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:

ITEM DE	ESCRIPTION	<u>QTY.</u>	TOTAL	
	urrent production year) XL Four Wheel Drive	2	\$	-
TAX EXEMPT #69-0				
VARIANCE IF ANY	:			_
The undersigned is (circle one)	 a partnership under the a corporation an individual 	laws of the State of		
CONTRACTOR NA	ME:			
CONTACT PERSON	l:			
SIGNATURE:				
ADDRESS:				
BUSINESS PHONE:		FAX	(NO.:	
CELL PHONE NO .:		DAT	ГЕ:	
E-MAIL ADDRESS:				
FEDERAL TAX ID#	OR SOCIAL SECURITY#			

SUBMITTED BY:

(Company Name)

PROPOSAL #2

FURNISHING AND DELIVERY OF 2023 (OR CURRENT PRODUCTION YEAR) RANGER XLT FOUR WHEEL DRIVE

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>	DESCRIPTION	<u>QTY.</u>	TOTAL
1.	2023 (or current production year) RANGER XLT Four Wheel Drive	1	\$
TAX	EXEMPT #69-0220842		
VAR	IANCE IF ANY:		
	idersigned is - a partnership under the laws of e one) - a corporation - an individual		
CONT	RACTOR NAME:		
CONT	ACT PERSON:		
SIGNA	ATURE:		
ADDR	ESS:		
BUSIN	IESS PHONE:	FAX NO.:	
CELL	PHONE NO.:	DATE:	
E-MA	IL ADDRESS:		
FEDE	RAL TAX ID# OR SOCIAL SECURITY#		

SUBMITTED BY:

(Company Name)

PROPOSAL #3

FURNISHING AND DELIVERY OF TWO (2) 2023 OR CURRENT PRODUCTION YEAR FORD EXPLORER XLT SPORT UTILITY VEHICLE WITH ALL STANDARD EQUIPMENT AND OPTIONS SPECIFIED.

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY. TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

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

<u>ITEM</u>	DESCRIPTION	<u>QTY.</u>	TOTAL		
1.	2023 (or current production year) Ford Explorer XLT Sport Utility Vehicle, as specified	2	\$	_	
TAX EXEMPT #6 VARIANCE IF AI				_	
The undersigned is (circle one)	 a partnership under the laws of the a corporation an individual 			_	
CONTRACTOR NA	ME:				
CONTACT PERSO	N:				
SIGNATURE:				_	
ADDRESS:				_	
BUSINESS PHONE	:	FAX NO.:		_	
CELL PHONE NO.: DATE:					
E-MAIL ADDRESS:					
FEDERAL TAX ID	# OR SOCIAL SECURITY#			_	

SUBMITTED BY:____

(Company Name)

PROPOSAL # 4

FURNISHING AND DELIVERY OF ONE (1) 2023 OR CURRENT PRODUCTION YEAR FORD ESCAPE SEL SPORT UTILITY VEHICLE WITH ALL STANDARD EQUIPMENT AND OPTIONS SPECIFIED.

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY. TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

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

ITEM DESCRIP	PTION		QTY.	TOTAL	
	urrent production pe SEL Sport U		1	\$	
TAX EXEMPT # VARIANCE IF A					
The undersigned is (circle one)		under the laws of the State of			
CONTRACTOR NA	ME:				
CONTACT PERSON	I:				
ADDRESS:					
BUSINESS PHONE:			FAX NO.:		
CELL PHONE NO .:			DATE:		
E-MAIL ADDRESS:					
FEDERAL TAX ID#	OR SOCIAL SEC	URITY#			

SUBMITTED BY:

(Company Name)

PROPOSAL # 5

FURNISHING AND DELIVERY OF 2023 OR CURRENT PRODUCTION YEAR F150 XL SUPERCAB 1/2 TON FOUR-WHEEL DRIVE PICK UP TRUCK WITH 6.5' BED.

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:

ITEM DES	<u>SCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL</u>	
Fou	3 (or current Production yea r Wheel Drive ½ Ton F150 ercab Pickup with 6.5ft. bec	XL	\$	-
TAX EXEN	MPT #69-0220842			
VARIANC	E IF ANY:			
The undersign				
CONTRACT	OR NAME:			
CONTACT P	ERSON:			
SIGNATURE	B:			
ADDRESS: _				
BUSINESS P	PHONE:	F	FAX NO.:	
CELL PHON	E NO.:	I	DATE:	
E-MAIL ADI	DRESS:			
FEDERAL T	AX ID# OR SOCIAL SECURIT	Y#		

SUBMITTED BY:_____(Company Name)

PROPOSAL #6

FURNISHING AND DELIVERY OF 2023 OR CURRENT PRODUCTION YEAR SUPERCREW CAB 1/2 TON FOUR-WHEEL DRIVE PICK UP TRUCK WITH 6.5' BED.

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:

ITEM DESCRIPTION	<u>[</u>	QUANT	<u>TITY</u>	TOTAL	
	t Production year) ve ½ Ton Supercrew c as specified	ab Pickup 1		\$	
TAX EXEMPT #69-02	20842				
VARIANCE IF ANY:					
The undersigned is - a (circle one) - a - an individual	partnership under th				
CONTRACTOR NAME:					
CONTACT PERSON:					
SIGNATURE:					
ADDRESS:					
BUSINESS PHONE:		F	AX NO.: _		
CELL PHONE NO.:		I	DATE:		
E-MAIL ADDRESS:					
FEDERAL TAX ID# OR	SOCIAL SECURITY#				

SUBMITTED BY:____

(Company Name)

PROPOSAL # 7

FURNISHING AND DELIVERY OF 2023 OR CURRENT PRODUCTION YEAR TWO WHEEL DRIVE SUPERCAB CHASSIS CAB 4 X 2 FORD F350 OR GENERAL MOTORS 3500

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>	DESCRIPTION	QUANTITY	<u>TOTA</u>	-
1.	2023 (or current Production year) Two-wheel drive chassis cab 4x2 F Super cab	-350 1	\$	
TAX E	EXEMPT #69-0220842			
VARIA	ANCE IF ANY:			
The und	ersigned is - a partnership under the one) - a corporation - an individual	e laws of the State of		
CONTR	ACTOR NAME:			
CONTA	.CT PERSON:			
SIGNA	ГURE:			
ADDRE	SS:			
BUSINI	ESS PHONE:	FAX	NO.:	
CELL P	HONE NO.:	DAT	E:	
E-MAII	ADDRESS:			
FEDER	AL TAX ID# OR SOCIAL SECURITY#			

<u>CAUTION</u>

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. <u>Mistakes cannot be</u> 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 Corporation	Limited Partnership
Subchapter S Corporation	Other, Please
I certify that:	
No individual person or entity owns a	10% or greater interest in the Contractor.
	OR
more of the issued and outstanding stock 10% or more is a publicly traded entity,	nd home addresses of all stockholders holding 10% or k of the Contractor. However if a parent entity holding then the Contractor in complying with N.J.S.A. 52:25-
address of each person holding 10% or m the last annual filing with the Security Exc	as of each publicly traded entity, and the name and nore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent.
address of each person holding 10% or m	nore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent.
address of each person holding 10% or m the last annual filing with the Security Exc	hore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent.
address of each person holding 10% or m the last annual filing with the Security Exc Name:	hore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent. Address:
address of each person holding 10% or m the last annual filing with the Security Exc Name:	hore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent. Address:
address of each person holding 10% or m the last annual filing with the Security Exc Name:	hore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent. Address:
address of each person holding 10% or m the last annual filing with the Security Exc Name:	hore beneficial interest in the publicly traded entity as of hange Commission (SEC), or foreign equivalent. Address:

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: LICENSED MOTOR VEHICLES (BID #0069-22)

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 the statements contained in the bid and in the statements contained in the statements contained in the bid and in the statements contained in the statements containe

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 #		
Vendor Name:		
PS/Bid #:		
Signature:		
Name (Please Print):		
Title:		
Date:		

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: <u>Bid #0069-22</u> Bidder / Respondent: ______

Project Description: LICENSED MOTOR VEHICLES

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.

L 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:		
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.

Date:

Full Name (Print)

Signature:

Title:

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 INO 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 D No D 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 <u>www.state.nj.us/treasury/contract_compliance</u>.

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 NAME: TITLE:

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: