

# THE OCEAN COUNTY UTILITIES AUTHORITY

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by The Ocean County Utilities Authority in their offices at 501 Hickory Lane, Bayville, New Jersey, up to 11:30 a.m., prevailing time, on January 11, 2011 for:

Contract MV-11-74

Furnish and Deliver the Following:

One (1) 2012 Ford Escape XLT Hybrid SUV, 4x4, 103.1" Wheel Base, or Equivalent;

Three (3) 2012 Ford Model E-250 Cargo Van, 138" Wheel Base, 8,900 GVWR, or Equivalent;

One (1) 2012 Ford Model F-350 Super Duty, Super Cab, Cab Chassis Truck, Single Rear Wheel, 158" Wheel Base, 10,000 GVWR, Class III Tow Package with Knapheide, Model 6108FJ Service Body, or Equivalent;

One (1) 2012 Ford Model F-350 Super Duty, Crew Cab, 4x4 Pickup Truck, Single Rear Wheel, 172" Wheel Base, 10,000 GVWR, Class III Tow Package, or Equivalent;

One (1) 2012 Ford Model F-350 Super Duty, Super Cab, Cab Chassis, Truck, Single Rear Wheel, 158" Wheel Base, 10,000 GVWR, Class III Tow Package, with Knapheide, Model 80 Series Value-Master-X Style Platform Body, for Single Rear Wheel 60CA Cab Chassis, or Equivalent.

Bids must be submitted on forms prepared by the Authority. All bids must be enclosed in sealed 10" x 15" envelopes, bearing, on the outside, the name and address of the Bidder and the work bid upon.

Specifications may be obtained by bona fide bidders upon application at the Authority offices, at the Central Water Pollution Control Facility, 501 Hickory Lane, Bayville, New Jersey 08721 or via our website at [www.ocua.com](http://www.ocua.com).

The Authority reserves the right to accept or reject any or all bids or to waive any and all informalities or technicalities, if in the best interest of the Authority.

This contract will be awarded through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C 17:27, equal employment opportunities, P.L. 1977, c.33, corporate and/or partnership ownership and P.L. 2004, c.57, business registration of public contracts.

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received in accordance with the Advertisement for Bids, as required by law, a copy of said notice being attached hereto and made a part of these specifications. Bids will be opened publicly in the Finance Conference Room at 501 Hickory Lane, Bayville, New Jersey on the date specified in the Advertisement for Bid.

### Designations

The Ocean County Utilities Authority is also designated as the Authority or Owner herein. The bidder may also be referred to as the vendor/contractor as may be appropriate.

### Questions

No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. Any questions pertaining to this bid document shall be directed to:

Christine D. Carty, QPA, RPPO Purchasing Agent  
501 Hickory Lane  
P.O. Box P  
Bayville, NJ 08721  
Phone : 732-269-4500 Ext. 8229  
Fax # : 732-269-8440

**All questions shall be submitted in writing to the Authority, and shall be postmarked at least seven (7) days before the established date for bid opening.** The Authority will arrange, as addenda, which shall become part of the contract, all pertinent questions received and the decision regarding each. Prior to the opening of bids, a copy of these addenda will be sent to each vendor who has obtained a set of specifications from the Authority.

Bidders shall acknowledge receipt of any addenda in the space provided in the Bid Form. In the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda. Bids will be considered non-responsive if recognition of any addendum is not listed on the form provided in the bid package.

### Omissions and Discrepancies

Should a bidder find discrepancies or omissions in the specifications, or should he be in doubt as to their meaning, he should immediately notify, in writing, or orally, the Authority who shall issue an addendum for clarification to all of those who have received sets of specifications. Time limits shall be as defined in "Questions".

### Withdrawal of Bids

The attention of bidders is directed to the fact that in submitting his bid, the bidder agrees that he will not withdraw it within sixty (60) consecutive calendar days after opening the bids.

Upon proper request and identification, bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.
2. Provided the bid has not been accepted by the Authority, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is formally withdrawn, it shall be deemed open for acceptance until the contract agreement has been executed by both parties thereto or until the Authority manifests that they do not intend to accept the bid. Notice of acceptance of a bid shall not constitute rejection of any other bid.

#### Bids Forwarded Through the Mail

The Authority will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that bids are presented to the Authority at the time, date and place designated.

#### Bid Form

Bidders must use the bid form furnished by the Authority when submitting their bid.

All bids must be enclosed in a sealed envelope bearing, on the outside, the name and address of the bidder, the contract number and the date of the bid opening. The bid form must be completed in ink or typewritten.

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications. If at any time during the course of the contract the product does not meet the specification or is found not to be an equivalent, the original product must be delivered.

Prices for furnishing all of the material and/or labor described or required shall be inserted where applicable.

Bidders shall provide with their bid packages documentation stating the manufacture they are bidding on.

**If an equivalent product is being proposed, vendor MUST supply sufficient documentation with the bid package to enable the Authority to evaluate whether the proposed product is equivalent to that specified. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.**

#### Shipping / FOB Destination

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

#### Informal Bids

The Authority may reject as incomplete, bids which contain erasures not properly initialed, or incomplete bid documents.

#### Bid Security

Accompanying each bid shall be a certified check, cashier's check or bid bond in the amount of ten per cent (10%) of the amount bid, not to exceed \$20,000.00 payable to The Ocean County Utilities Authority, as a guarantee that the Agreement will be executed.

Bid deposits will be returned to all except the three (3) lowest bidders within ten (10) days, (Sundays and legal holidays excluded) after the formal opening of bids. Within three (3) days (Sundays and legal holidays excluded) after the Authority and the accepted Bidder have executed the contract agreement the bid security of the remaining unsuccessful bidders shall be returned to them. None of the three (3) lowest bids shall be deemed rejected, notwithstanding acceptance of one of the bids, until the contract agreement has been executed by both the Authority and the accepted bidder.

#### Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file, with each bond, a certified copy of their power of attorney to sign said bonds.

#### Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be completed and submitted with the bid.

#### Ownership Statement

If the bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, a statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

**THE OWNERSHIP STATEMENT PAGE MUST BE COMPLETED AND SIGNED**

**Insurance**

1. The bidder shall not commence Work until the bidder has obtained at the bidders own expense all of the insurance as required hereunder and such insurance has been approved by the Authority nor shall the bidder allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the bidder. Approval of insurance required of the bidder will be granted only after submission to the Authority original certificates of insurance signed by authorized representatives of the insurers or, at request of the Authority, certified copies of the required insurance policies.
2. The bidder shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance. Except as modified by the Authority in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the bidders will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Authority.

The phrases “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the bidders or the bidders Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
5. Any deductibles or retention of \$5,000 or greater shall be disclosed by the bidder and are subject to Authority written approval. Any deductible or retention amounts elected by the bidder or imposed by the bidder insurer(s) shall be the sole responsibility of the bidder.
6. All required insurance coverages must be underwritten by insurers licensed to do business in the State of New Jersey and be acceptable to the Authority. The insurers must also have a policyholders’ rating of “A-“ or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company.
7. If the Authority is damaged by the failure or neglect of the bidder to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the bidder shall bear all reasonable costs properly attributable thereto.

**Insurance Requirements**

The bidder of products and/or services shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the bidders products/completed operations under the Contract and for which the bidder may be legally liable, whether such products/completed operations be by the bidder or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

1. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 general aggregate; and  
\$2,000,000 products/completed operation aggregate.

2. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto; and
- Auto non-ownership and hired car coverage.
- Uninsured/Underinsured motorist coverage at a limit no less than the minimum statutory limits.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including "other states" coverage: and employers liability insurance or its equivalent with minimum limits of:

\$500,000 each accident for bodily injury by accident;  
\$500,000 each employee for bodily injury by disease; and  
\$500,000 policy limit for bodily injury by disease.

4. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;  
\$1,000,000 aggregate for other than products/completed operations and auto liability;  
\$1,000,000 products/completed operations aggregate.

and including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability
- ii. Business auto liability; and

- iii. Employers liability
- 5. Authority and Authority's appointed officials, officers, consultants, agents and employees shall be named additional insured's on the bidders commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the bidders work under this Contract. Such coverage shall extend to cover the additional insured for liability arising out of the following:
  - i. On-going operations; and
  - ii. Completed operations.

#### Authority Right Reserved

The Authority reserves the right to accept or reject any or all proposals, or to waive any informality or technicality in any proposal, if in the best interest of the Authority.

#### Quantity and Quality for Acceptance

All materials delivered under this contract shall be to the satisfaction of the Authority, who reserves the right to confirm the amount, quality, acceptability and fitness of the materials which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this contract. The determination of the Authority in these matters shall be final and conclusive.

If any shipment or part thereof fails to meet the quality specified in this contract, the Authority reserves the right to reject that material. The rejected material shall be immediately removed by the bidder, at his own expense. The bidder shall then replace the rejected material with material as specified.

#### Damages

The successful bidder, upon failure or refusal to execute and deliver the contract agreement shall be liable to the Authority for damages suffered, which shall be defined as the difference between the amount specified in the successful bid and the amount for which the Authority may contract with another party to perform the work covered by said bid if the latter amount be in excess of the former, together with any additional expenses incurred by the Authority as a result of such bidder's failure to enter into the contract, including, but not limited to, the expense for readvertisement for bids and the processing of such bids.

#### Preference for Domestic Products

Only manufactured products of the United States, wherever available, shall be used in connection with this contract, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

In the case of Delta Chemical Corporation vs. The Ocean County Utilities Authority, 231, N.J. Super. 180 (Law. Div. 1988), the Superior Court of New Jersey held that N.J.S.A. 40A:11-18 are constitutional, but that an absolute preference for domestic materials was not mandated. In some circumstances the public

agency has discretion to buy a foreign product even if an American product is available. A subsequent decision by the Court recognized the right of the public body to adopt appropriate guidelines. The Commissioners of The Ocean County Utilities Authority have determined by Resolution that the statutory preference for domestic materials will be followed only if the bid price for domestic materials does not exceed by 2 per centum the bid price of the lowest responsive, responsible bidder, regardless of place of origin of the materials supplied by the low bidder.

#### Contract Award

The Authority may at its option, award single or multiple contracts to the contractor(s) submitting the lowest price for any item. In the case of a Bidder submitting a low price for two or more of the items, a single contract will be awarded to that Bidder for those items.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the bidder authorizes the Authority to correct the extended totals and the computation made by the Authority shall govern.

In the event there is an equal or tie bid the Authority reserves the right to award at their discretion to any of the tie bidders.

The award of this contract is subject to the 10 day review period provided by S763, N.J.S.A. 40:14B-14.

**This contract will be effective as of the date set forth on Page 1 of the contract agreement.**

#### Pay to Play

**The Ocean County Utilities Authority will make an award of the contract under and pursuant to N.J.S.A. 40A:11-1, et seq., (New Jersey Public Contracts Law), within sixty (60) days from the date of the receipt of the bids through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.**

**"Bidders are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendors responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)."**

#### NJ ONE CALL.

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

### Failure to Sign Contract

If the successful bidder shall fail to contract as aforesaid, then the Authority may by its option determine bid and acceptance to be null and void and the Bid Security shall become the property of the Authority.

### Execution of Contract

The successful bidder will be required to execute the contract agreement within ten (10) days (Sundays and legal holidays excluded) after receipt of notification that the contract agreement is ready for signature.

### Payment

Payment requests must be submitted on Authority voucher forms. All Contractors administrative costs shall be included in the prices bid.

The new purchase order form also serves as the authority voucher form. This form must be returned with the vendors invoice in order for payment to be made.

Regularly scheduled Authority meetings are held the fourth Thursday of each month. Properly submitted vouchers, received by the Authority no later than the tenth (10th) day of the month, will be processed and paid 15 days after the Authority meeting.

### **New Jersey Business Registration Requirements P.L. 2004, c.57**

The bidder should include a copy of their New Jersey Business Registration Certificate with their bid.

**Per P.L. 2009, c.315 (A-557/S2366)** now permits filing prior to award of contracts if not filed with bid as long as the bidder had obtained the BRC prior to receipt of bids date.

The bidder shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the vendor/contractor shall submit an accurate list and the 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 vendor/contractor and each of its affiliates and a 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 on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed

\$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	<i>J.P. &amp; Tully</i> Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

These are samples of the ONLY acceptable Business Registration Certificates.

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014119823533

## Default

In the event that the vendor/contractor fails to furnish and deliver the materials set forth under this contract, The Authority reserves the right to procure this material, for their needs, in the open market and charge the excess cost above the contract bid price, if any, to the vendor/contractor.

Upon default on the part of the vendor/contractor in the performance of any of the terms and conditions of this contract, the Authority shall have the right to terminate the contract in addition to any other remedy to which the Authority may be legally entitled, including liability to said Authority for any and all damages incurred to the Authority by reason of said failure or default.

## Indemnification

The vendor/contractor shall indemnify and save harmless to the fullest extent permitted by law, the Authority and the Authority's officials, officers, agents, consultants and employees, from and against and all losses and claims, demands, payments, suits, actions, or recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said vendor/contractor, his agents, or employees in the execution of its obligations hereunder.

## Federal, State and Local Taxes (if applicable)

The vendor/contractor shall study all tax laws for the jurisdiction in which the work is to be done, particularly so-called "Sales and Use Taxes" for which he may be liable as a consumer or user of goods. The Authority is a tax exempt organization and such taxes shall not be included in the bid amounts.

## State of New Jersey Affirmative Action Requirements

### I. Affirmative Action Requirements

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, 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 service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

INSTRUCTIONS TO BIDDERS  
Page 11 of 13  
MV-11-27

Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 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 proceedings 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.

## SPECIFICATIONS

### Bid Item #1

Furnish and deliver one (1) 2012 Ford Escape XLT Hybrid SUV, 4x4, 103.1 Wheelbase, or equal, in accordance with the following:

Engine	2.5 Liter 4 V 14 Atkinson-Cycle Engine and Electric Motor
Electric Motor	Permanent – Magnet AC – Synchronous Electric Motor
Transmission	Electronically Controlled Continuously Variable Transmission (ECVT)
4x4	Intelligent 4WD System
Brakes	Regenerative Brake System – ABS Anti-lock Brake System
Battery	330 Volt Sealed Nickel-Metal Hydride (Ni-MH) Battery Pack
Alternator	Standard
Gauges	Standard
Steering	EPAS Electric Power Assisted Steering
Engine Block Heater	Standard
Tires	Four (4) P235/70R16 A/S OWL
Wheels	Four (4) Hybrid Unique 16” Aluminum Wheels
Spare Tire	Mini Space Saver
Power Group	Standard
Seats	Front Bucket Seats – Rear 60/40 Split Seat – Premium Cloth
Air Bags	Dual Stage Driver and Single Stage Front Passenger
Safety Belts	Standard
Wipers	Interval Control
Front Bumper	Standard
Rear Bumper	Standard
Floor Covering	Floor Mats – 1 <sup>st</sup> & 2 <sup>nd</sup> Row
Mirrors	Standard
Radio	Standard AM/FM Stereo / Single-CD/MP3-capable
Air Conditioning	Standard – Factory Installed
Exterior Color	White Suede
Interior Color	Camel
Backup Alarm	Model Preco 240 Electronic Backup Alarm shall be installed with two (2) ¼” bolts, nuts and washers.
Rust Protection	Rustproof to meet military specs, with certification label on cab, Military Spec #297D with written warranty or Jost Rust Protection. The spec. should not be mistaken to be just undercoating and sound deadener, but complete rust protection including undercoating and sound deadener.

All standard equipment must be included.

All standard equipment must be factory installed.

## **Bid Item #2**

Furnish and deliver three (3) 2012 Ford Model E-250 Cargo Van, 138" wheel base, 8,900 GVWR, Econoline Masterack Work Bin Rack System, Crown Side Access Ladder Rack Model ISA-10A, Class III Tow Package with Trailer Brake Control, or equal, in accordance with the following:

Engine	4.6L V8 FFV
Transmission	4-Speed Automatic Overdrive Transmission with oil cooler
Brakes	4-Wheel Disc Anti-Lock Braking System (ABS)
Battery	Maintenance Free
Alternator	Heavy Duty 120 Amp
Gauges	Standard Gauge Package
Steering	Power Steering
Front Axle	Twin "I" Beam
Rear Axle	Semi Float
GVWR	8,900 lbs.
Shocks	Heavy Duty Gas, Front and Rear
Tires	Five (5) LT 245/75R16E BSW A/S
Wheels	Five (5) Steel Wheels
Hub Caps	Four (4) Wheel Covers
Seats	Dual vinyl bucket seats
Air Bags	Second Generation driver's and passenger side air bag and Supplemental Restraint System
Wipers	Interval
Front Bumper	Standard (painted)
Rear Bumper	Step (painted)
Floor Covering	Full length, factory installed
Mirrors	Telescoping trailer tow, manual adjustable side view
Radio	Electronic AM/FM, digital clock
Air Conditioning	Factory Installed
Exterior Color	Oxford White
Interior Color	Medium Flint
Side Door	Hinged Side Cargo 60/40 Swing Out with Glass in both Doors
Rear Door	Double Rear Cargo Doors with Glass in both Doors
Running Boards	Door length on driver's side; full length on passenger side
Backup Alarm	Model Preco 240 Electronic Backup Alarm, secured with (2) two ¼" bolts, nuts, and lock washers.
Rust Proofing	Rustproof to meet military specs, with a certification label in the cab. Military Spec. #297D with written warranty or Jost Rust Protection. The spec. should not be mistaken to be just undercoating and sound deadener, but complete Rust Protection including undercoating and sound deadener.
Masterack System (Metal Only)	Shall include full length street side shelving and cabinets. Shelves lockable, 46"H, 36"W X 16"D curb side storage Module 36" unit with lockable (2) two drawer parts cabinet and top shelves. Safety screen full width, strong, heavy 14 gauge steel with Full perimeter fasteners.
Ladder Rack	Crown side access ladder rack model ISA-10A installed.

Tow Package	Class III Tow Package with 2" Pintle Ball Hitch Combination.
Trailer Brake Control	Integrated Trailer Brake Control – Factory Installed in Dash.
Trailer Plug	Six (6) Pin recessed into Step Bumper, not hung on bumper

All standard equipment must be included.  
All equipment must be factory installed.

### **Bid Item #3**

Furnish and deliver one (1) 2012 Ford Model F-350 Super Duty, Super Cab, Cab Chassis, Truck, single rear wheel, 158" wheel base, 10,000 GVWR, Class III Tow Package, with Knapheide, Model 6108FJ service body, for single rear wheel 60CA cab chassis or equal in accordance with the following:

Engine	6.2L 2-Valve SOHC EFI V8 Gas
Transmission	TorqShift 6-Speed Select Shift Automatic with O/D
Brakes	Power 4-Wheel Disc Brakes, 4-Wheel Anti-Lock Braking System (ABS)
Battery	650 CCA, 72-AH
Alternator	Heavy Duty – 155 Amps
Gauges	Tachometer, Speedometer, Voltmeter, Oil Pressure, Coolant Temp, Fuel Level, Odometer
Steering	Power with Damper
Front Axle	Twin I Beam – w/Coil Springs
Rear Axle	Solid Axle with Leaf Springs
Suspension	Extra Heavy Service Suspension Package (67H)
GVWR	10,000 GVWR Package for F-350 SRW (68D)
Shocks	Heavy Duty Gas
Tires	Five (5) LT245/75Rx17E BSW A/S (5-SRW)
Wheels	Five (5) Steel Wheels 17" Painted Argent
Hub Caps	Standard on Four (4) Wheels
Seat	Heavy Duty Vinyl – Front Bench 40/20/40 Split
Air Bags	Safety Canopy System – Driver and Passenger Side Airbag/Curtain
Safety Belts	Standard
Wipers	Interval Control
Front Bumper	Painted Black
Rear Bumper	Rear Step Bumper (Service Body)
Floor Covering	Full Length – Factory Installed – Black Vinyl
Mirrors	Manual Telescoping Trailer Tow Mirrors w/Manual Glass and 2-Way Fold
Radio	AM/FM Stereo w/digital Clock
Air Conditioning	Standard
Keys	Four (4) additional keys for the utility body locks
Exterior Color	Oxford White Clear Coat
Interior Color	Steel – Heavy Duty Vinyl
Doors	Four (4) Doors
Cab Steps	Black – Factory Installed
Trailer Brake	Integrated Trailer Brake Controller – Factory Installed in Dash
Tow Package	Class III Tow Package with 2" Pintle Ball Combination
Trailer Plug	Six (6) Pin Recessed into Step Bumper not Hung on Bumper
Backup Alarm	Factory Installed Option #76C
Rustproofing	Rustproof to meet military specs with Ziebart Certification label on cab, Military Spec #297D with written warranty – or Jost Rust Protection. The spec should not be mistaken

to be just undercoating and sound deadener, but complete Rust Protection including undercoating and sound deadener.

All Standard Equipment Must be Installed

All Equipment Must be Factory Installed

Body	Install one (1) Knapheide service body Model 6108FJ, with flip tops for a 2012 F-350 Regular cab chassis, pickup, single rear wheel.
Body Shell	14-gauge two-sided A40 galvalneal steel. Compartment top and back to be one piece seamless design. All doors, door openings, drip rails, and other exposed steel edges to be hemmed for strength, safety and resistance to corrosion.
Floor	Minimum 12-gauge treadplate with 1-3/8" return flange on each side. Side compartment back panel overlaps and interlocks with floor flange, providing support for weight of side compartment.
Understructure	50,000 yield 11-gauge high strength steel cross sills.
Slammable Tailgate	Slam lockable with one hand center release. Strong double paneled construction with flat interior surface for workbench use.
Doors	20-gauge two-sided A40 galvalneal steel double panel doors with hat section reinforcements.
Hinges	Two-sided A40 galvalneal steel continuous hinge with 1/8" stainless steel pin. Hinge to be spot-welded to door frame.
Rotary Latches	Stainless steel latches. Latches to be slam latchable. Latching cam to be elongated to allow the latch to move vertically relative to the lockstrike to prevent torsional damage.
Door Strikers	Adjustable striker affixed to door frame with screws. (Welded door strikers not acceptable.)
Door Seals	Automotive "bulb type" neoprene door seals to be installed by the manufacturer of the body on all door frames.
Door Retainer	Double spring over center door retainers on all vertical doors, retains doors in positive open or closed position.
Compartmentation (Clean Door Openings)	Street Side Compartmentation: Front Vertical: 29-1/2" x 33-1/2" Horizontal: 43-1/2" x 13-1/2" Rear Vertical: 21-1/2" x 33-1/2" Curb Side Compartmentation: Front Vertical: 29-1/2" x 33-1/2" Horizontal: 43-1/2" x 13-1/2" Rear Vertical: 21-1/2" x 33-1/2" Compartment Depth: 14-1/2" Floor Width: 49" Overall Body Width: 78" Overall Body Length: 107-1/4"
Shelving	18-gauge bright spangled galvanized shelves with hemmed Knap dividers on 4" centers. (Minimum 250 lbs. capacity rated.)
Flip Top	3-1/2" clear inside height full-length compartments on top of body each side with dividers. Top shall be held in position gas struts.

Exterior/Interior Prime Paint	Twelve-step electrodeposition process utilizing alkaline immersion, rinse, zinc phosphate immersion, epoxy primer electrocoated, and oven baking.
Finish Paint Undercoating	Body and bumper to be installed and finish painted on color to match cab color code. Body to be completely undercoated by the manufacturer of the body using minimum six (6) mils of petroleum base or equivalent material.
Installation	Manufacturer of the body to supply a recommended installation process along with detailed installation instructions that conforms to all applicable Federal Motor Vehicle Safety Standards. Rear body to chassis mounting brackets to incorporate bumper support as well as provide FMZSS 301 protection. Further, manufacturer of the body to supply owner manual describing proper care and maintenance of body by user.
Warranty	The following items to be covered by minimum 6-year limited warranty to first owner/user of record by Knapheide Manufacturing Co. No rust through guarantee. Continuous Door Hinge: Guaranteed not to fail to operate or come off product. Latches & lock cylinders: Unconditional guarantee against failure. Shelves: Guaranteed not to fail in bending under maximum 250 lb. rated load.
Lighting Wire Retention Interior Light Guard	Wires must be retained by mechanical fastening system. Light guards to be installed by the manufacturer to provide protection for recessed stop, tail turn, & backup lights, wiring harness to be protected also.
Options to be Provided	BUMPER: Heavy duty 1/8" tread plate, 78" wide with recess and combination pintle ball 2". Reinforce for towing loads up to 15,000 lbs. Two safety chain loops and a six pin trailer connector installed

## **Bid Item #4**

Furnish and deliver one (1) 2012 Ford Model F-350 Super Duty, Crew Cab, 4x4 Pickup Truck, single rear wheel, 172" wheel base, 10,000 GVWR, Class III Tow Package, or equal in accordance with the following:

Engine	6.2L 2-Valve SOHC EFI V8 Gas
Transmission	TorqShift 6-Speed Select Shift Automatic with O/D
4x4	Electronic Shift on the Fly/Manual Locking Hubs
Brakes	Power 4-Wheel Disc Brakes, 4-Wheel Anti-Lock Braking System (ABS)
Battery	650 CCA, 72-AH
Alternator	Heavy Duty – 155 Amps
Gauges	Tachometer, Speedometer, Voltmeter, Oil Pressure, Coolant Temp, Fuel Level, Odometer
Steering	Power with Damper
Front Axle	Mono Beam w/Coil Springs
Rear Axle	Solid Axle w/Leaf Springs
Suspension	Extra Heavy – Service Suspension Package (67H)
GVWR	10,000 GVWR Package for F-350 SRW (68D)
Shocks	Heavy Duty Gas
Tires	Five (5) LT245/75R17E BSW A/S (5-SRW)
Wheels	Five (5) Steel Wheels 17" Painted Argent
Hub Caps	Standard on Four (4) Wheels
Seat	Heavy Duty Vinyl – Front Bench 40/20/40 Split
Air Bags	Safety Canopy System – Driver and Passenger Side Airbag/Curtain
Safety Belts	Standard
Wipers	Interval Control
Front Bumper	Painted Black
Rear Bumper	Rear Step Bumper (Painted)
Floor Covering	Full Length – Factory Installed – Black Vinyl
Mirrors	Manual Telescoping Trailer Tow Mirrors w/Manual Glass
Radio	AM/FM Stereo w/Digital Clock
Air Conditioning	Standard
Exterior Color	Oxford White Clear Coat
Interior Color	Steel – Heavy-Duty Vinyl
Doors	Four (4) Doors
Cab Steps	Black – Factory Installed
Trailer Brake	Integrated Trailer Brake Controller – Factory Installed in Dash
Tow Package	Class III Tow Package with 2" Pintle Ball Combination
Trailer Plug	Six (6) Pin Recessed into Step Bumper not Hung on Bumper
Backup Alarm	Factory Installed Option #76C
Rustproofing	Rustproof to meet military specs with Ziebart Certification label on cab, Military Spec #297D with written warranty – or Jost Rust Protection. The spec should not be mistaken to be just undercoating and sound deadener, but complete Rust Protection including undercoating and sound deadener.

SPECIFICATIONS

Page 7 of 12

MV-11-74

All Standard Equipment Must be Installed  
All Equipment Must be Factory Installed

## **Bid Item #5**

Furnish and deliver one (1) 2012 Ford Model F-350 Super Duty, Super Cab, Cab Chassis, Truck, single rear wheel, 158" wheel base, 10,000 GVWR, Class III Tow Package, with Knapheide, Model 80 Series Value-Master-X Style Platform Body, for single rear wheel 60CA cab chassis or equal in accordance with the following:

Engine	6.7 Liter Power Stroke 4 Valve V-8 Diesel
Transmission	TorqShift 6-Speed Select Shift Automatic with O/D
Brakes	Power 4-Wheel Disc Brakes, 4-Wheel Anti-Lock Braking System (ABS)
Battery	750 CCA, 78-AH, Dual Batteries
Alternator	Heavy Duty – 155 Amps
Gauges	Tachometer, Speedometer, Voltmeter, Oil Pressure, Coolant Temp, Fuel Level, Odometer
Steering	Power with Damper
Front Axle	Twin I Beam – w/Coil Springs
Rear Axle	Solid Axle with Leaf Springs
Suspension	Extra Heavy Service Suspension Package (67H)
GVWR	10,000 GVWR Package for F-350 SRW (68D)
Shocks	Heavy Duty Gas
Tires	Five (5) LT245/75Rx17E BSW A/S (5-SRW)
Wheels	Five (5) Steel Wheels 17" Painted Argent
Hub Caps	Standard on Four (4) Wheels
Seat	Heavy Duty Vinyl – Front Bench 40/20/40 Split
Air Bags	Safety Canopy System – Driver and Passenger Side Airbag/Curtain
Safety Belts	Standard
Wipers	Interval Control
Front Bumper	Painted Black
Rear Bumper	Rear Step Bumper (Service Body)
Floor Covering	Full Length – Factory Installed – Black Vinyl
Mirrors	Manual Telescoping Trailer Tow Mirrors w/Manual Glass
Radio	AM/FM Stereo w/digital Clock
Air Conditioning	Standard
Keys	Four (4) additional keys for the tool box locks
Exterior Color	Oxford White Clear Coat
Interior Color	Steel – Heavy Duty Vinyl
Doors	Four (4) Doors
Cab Steps	Black – Factory Installed
Trailer Brake	Integrated Trailer Brake Controller – Factory Installed in Dash
Tow Package	Class III Tow Package with 2" Pintle Ball Combination
Trailer Plug	Six (6) Pin Recessed into Step Bumper not Hung on Bumper
Backup Alarm	Factory Installed Code 76C
Rustproofing	Rustproof to meet military specs with Ziebart Certification label on cab, Military Spec #297D with written warranty – or Jost Rust Protection. The spec should not be mistaken

to be just undercoating and sound deadener, but complete Rust Protection including undercoating and sound deadener.

All Standard Equipment Must be Installed  
All Equipment Must be Factory Installed

Body	Install one (1) Knapheide 80 Series Value-Master-X Style Platform Body.
Dimensions	Platform length 8'3" x 78.25" width.
Construction	Platform body to be constructed of ASTM standard with minimum 36,000 PSI yield for minimal deflection in critical areas. Continuous welded seams to prevent dirt and moisture.
Bulkhead	Permanently installed bulkhead. Bulkhead constructed from 11-gauge high-strength steel. Bulkhead to include rust-resistant punched window. Bulkhead is to be secured to platform with one-piece box section corner posts and two (2) 3" structural intermediate supports. Attaching side gussets.
Platform Portion	No steel over wood overlay – no exceptions. 11-gauge smooth steel floor. Side and end rails shall be constructed from 12-gauge high steel channel with a minimum 50,000 PSI yield.
Platform Substructure	Long sills shall be constructed with 4" structural steel. Cross sills shall be constructed with 3" high-strength steel channel with a minimum 50,000 PSI yield. Cross members must be on 12" centers.
Lighting	LED lighting is to meet all FMVSS standards. All wiring harnesses must have connectors that make it compatible to the OEM chassis without splicing. The stop/tail/turn lights shall be mounted below the platform in non-corrosive containers.
Under Body Tool Box	Install two (2) aluminum tool boxes 14"x12"x24". One tool box to be mounted on street side of body. One tool box to be mounted on curb side of body.
Bumper	ICC bumper to conform to platform body.

## **COMPLIANCE TO MINIMIM BID REQUIREMENTS**

If a bidder is basing his proposal on equipment contended to be an "equivalent" product to what is specified in these bid documents and wishes the equipment they propose to be considered as an "approved equal", they must submit on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Literature of all equivalent products shall be submitted with bidder's proposal. A local demonstration of all proposed equipment shall be performed promptly if requested.

**SPECIAL NOTE: All onboard computers, for all the vehicles, are required to be FCC approved shielded.**

All bidders shall be registered with the State and provide proof of that registration pursuant to the **Business Registration of Public Contractors. (P.L. 2004, c.57.)**

**THE AUTHORITY'S FORD MOTOR COMPANY FLEET IDENTIFICATION NUMBER IS QB504.**

Price bid shall include the following:

1. Delivery to: The Ocean County Utilities Authority, 501 Hickory Lane, Bayville, New Jersey.;
2. All dealer preparation and delivery charges; and
3. All license and registration fees. The Ocean County Utilities Authority IS entitled to county government plates. County government plates shall be obtained for all vehicles.

**IF THE SUCCESSFUL BIDDER(S) SERVICE GARAGE IS MORE THAN A DISTANCE OF TWENTY (20) MILES FROM THE OCEAN COUNTY UTILITIES AUTHORITY FACILITY, IN BAYVILLE, NEW JERSEY, THE SUCCESSFUL BIDDER(S) SHALL BE RESPONSIBLE FOR THE PICKUP AND RETURN OF ALL VEHICLES AWARDED UNDER THIS CONTRACT FOR THE PURPOSE OF WARRANTY CHECKUPS OR WARRANTY REPAIRS, WITHOUT CHARGE TO THE AUTHORITY FOR TRANSIT SERVICE OF SAID VEHICLES.**

**THE OCEAN COUNTY UTILITIES AUTHORITY  
CHECKLIST**

BID NO.     MV-11-27     ITEM:     MOTOR VEHICLES    

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- |  |                            |
|--|----------------------------|
| 1. BID PROPOSAL (SIGNED)   | _____                      |
| 2. ALL ARITHMETIC IN BID PROPOSAL CHECKED                                | _____                      |
| 3. BID BOND (SIGNED, SEALED, WITH POWER OF ATTORNEY)                     | _____                      |
| 4. CHECK, IF SUPPLIED IN LIEU OF BID BOND (CERTIFIED OR CASHIER'S CHECK) | _____                      |
| 5. AGREEMENT OF SURETY (SIGNED)  | <b><u>NOT REQUIRED</u></b> |
| 6. OWNERSHIP STATEMENT   | _____                      |
| 7. NON-COLLUSION AFFIDAVIT (SIGNED AND NOTARIZED)                        | _____                      |
| 8. AFFIRMATIVE ACTION QUESTIONNAIRE                                      | _____                      |
| 9. COPY OF BIDDER'S NEW JERSEY BUSINESS REGISTRATION CERTIFICATE         | _____                      |
| 10. ONSITE HAZARDOUS/NONHAZARDOUS SAFETY PRECAUTIONS                     | <b><u>NOT REQUIRED</u></b> |
| 11. SUBMITTALS   | _____                      |
| 12. CHECKLIST  | _____                      |

I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment non-conforming to the specifications.

I hereby certify that I have read the proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE PRINT OR TYPE:**

NAME AND TITLE: \_\_\_\_\_

BUSINESS NAME & \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**BID FORM**

This bid will not be accepted after 11:30 a.m., prevailing time, on January 11, 2011, at which time all bids will be publicly opened and read.

The Undersigned Bidder hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

The Ocean County Utilities Authority  
501 Hickory Lane  
Bayville, New Jersey 08721

The Undersigned Bidder hereby certifies that he has carefully read and understands the requirements set forth in the Advertisement for Bids, Instructions to Bidders, Specifications and the Bid Form and offers the following Bid:

<b>ITEM NO.</b>	<b>QUANTITY AND DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1.	One (1) 2012 Ford Escape XLT Hybrid 4x4 or equivalent, as described in the Specifications.  <b>Model Year Proposed</b> _____  <b>The lead time for the above is</b> _____.	_____	_____
2.	Three (3) 2012 Ford Model E-250 Cargo Vans or equivalent, as described in the Specifications.  <b>Model Year Proposed</b> _____  <b>The lead time for the above is</b> _____.	_____	_____

ITEM NO.	QUANTITY AND DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	--------------------------	------------	----------------

3.	One (1) 2012 Ford Model F-350 Super Duty Truck, Cab Chassis 158" wheel base or equivalent, as described in the Specifications.	_____	_____
----	--	-------	-------

**Model Year Proposed** \_\_\_\_\_

**The lead time for the above is** \_\_\_\_\_.

4.	One (1) 2012 Ford Model F-350 Super Duty Truck, Crew Cab 172" wheel base or equivalent, as described in the Specifications.	_____	_____
----	---	-------	-------

**Model Year Proposed** \_\_\_\_\_

**The lead time for the above is** \_\_\_\_\_.

5.	One (1) 2012 Ford Model F-350 Super Duty Truck, Super Cab Cab Chassis 158" wheel base or equivalent, as described in the Specifications.	_____	_____
----	--	-------	-------

**Model Year Proposed** \_\_\_\_\_

**The lead time for the above is** \_\_\_\_\_.

**TOTAL BID AMOUNT ALL ITEMS:** \_\_\_\_\_

If the bidder is a Corporation, give the following information:

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_

Tax ID # \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_

Signature of Bidder \_\_\_\_\_  
(Name & Title)

Incorporated under the laws of the State of \_\_\_\_\_.

President \_\_\_\_\_  
(Name)

Secretary \_\_\_\_\_  
(Name)

Treasurer \_\_\_\_\_  
(Name)

Dated: \_\_\_\_\_ (AFFIX CORPORATE SEAL HERE)

If the bidder is a Partnership, Individual, or Non-Incorporated Organization, give the following information:

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Tax ID # \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_

Signature of Bidder \_\_\_\_\_  
(Name & Title)

Names and Addresses of  
Members of Company \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNERSHIP STATEMENT

If the Bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the Bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

**IF NONE, SO STATE or CHECK HERE**

INDIVIDUAL

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the foregoing information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Title

**NON-COLLUSION AFFIDAVIT**

STATE OF

SS:

COUNTY OF

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the County of \_\_\_\_\_, and the State of \_\_\_\_\_, of full age, being duly sworn according to law, on my oath, depose and say that:

I am \_\_\_\_\_, (Title), of the firm of \_\_\_\_\_

\_\_\_\_\_, the Bidder,

making the Bid for the following named project: \_\_\_\_\_, and that I executed the said Bid, with full authority to do so; that said 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 said Bid and in this affidavit are true and correct, and made with full knowledge that The Ocean County Utilities Authority relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant, that no person or selling agency has been employed, or retained, to solicit or secure, such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(Type or print name of affiant)

Subscribed and sworn to before me this  
day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20 .  
(Seal)

**AFFIRMATIVE ACTION QUESTIONNAIRE**

PLEASE COMPLETE THIS QUESTIONNAIRE AND RETURN IT WITH YOUR BID. IN THE EVENT YOUR COMPANY IS AWARDED A CONTRACT WE WILL PROVIDE YOU WITH THE PROPER FORM AS YOU HAVE INDICATED.

DOES YOUR COMPANY HAVE A FEDERAL APPROVED AFFIRMATIVE ACTION PLAN?

YES ( )                      NO ( )

\*IF **YES**, SUBMIT A PHOTO COPY OF THE FEDERAL LETTER OF APPROVAL (FEDERAL LETTER MUST BE LESS THAN ONE YEAR OLD)

\*IF **NO**, DOES YOUR COMPANY HAVE N.J. STATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT>

YES ( )                      NO ( )

\*IF YES, SUBMIT A PHOT COPY OF THE CERTIFICATE.

\*IF NO, AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (A.A.302) WILL BE PROVIDED TO YOU AT THE TIME OF AWARD.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO BEST OF MY KNOWLEDGE.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_