



COUNTY OF UNION

BID SUBMISSION CHECKLIST

SPORT UTILITY VEHICLE

BA 26-2015

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Affirmative Action Requirement
- _____ 6. Americans with Disabilities Form
- _____ 7. Disclosure of Investment Activities in Iran
- _____ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 9. Specification Pages
- _____ 10. Warranty
- _____ 11. Service Facility Location
- _____ 12. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **April 15, 2015**, at **2:30 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 26-2016 – SPORT UTILITY VEHICLE

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A., Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 10/06/14
Commodities

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the room noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

All delivery costs (FOB: Union County Ship To Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

Alternate bids will not be accepted unless specifically requested.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

Bidders shall be required to furnish their literature and or samples where feasible and specifications of the items proposed to be supplied along with the sealed bid.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest, responsible, responsive bids. The bid guarantees of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union **MAY** make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto **MAY**, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands **MAY** be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with a proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

9. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a.) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on a primary and non-contributory basis to the County of Union, et al.
- b.) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c.) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

12. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

13. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

14. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
 - 1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
 - 2. A photocopy of your Certificate of Employee Information Report
 - 3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

15. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

16. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 *et seq.* and N.J.A.C 5:89-5 *et seq.*, which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010: a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of CCPs.

If subcontractors are named on the CCP, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of CCPs.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the CCP of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the 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 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 fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or 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.

INTENT: It is the intent of this specification to provide for the purchase and delivery of one (1) 4Wheel Drive SUV. The COUNTY OF UNION has evaluated different types of 4WD SUV's and has determined that a 2016 Ford Explorer Limited SUV K8F 4Wheel Drive is best suited for the County's needs in safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The COUNTY OF UNION reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N.J.S.A. 40A:11-13.

EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make or model that is equal to or superior to the Ford Explorer specified. Decisions of equivalency will be at sole interpretation of the County of Union. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit, as described in the manufacturer's brochures, must be certified by the manufacturer to have been in prior successful use, including references of users, and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, post bid.

STANDARD: The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The COUNTY OF UNION may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES/NO) will cause proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations will be fully described in the appropriate section.

OPEN END CONTRACT: It is the intent of the County to purchase, at minimum, the number of pieces of the specified item on the bid form page. However, there may emerge a need for additional units in the twelve month interval after the signing of the contract. There shall be no expressed guarantee of any future purchases and the County shall not hold supplier at fault for increases in the manufacturer's suggested retail pricing or a model change by the manufacturer that will cause the supplier to renege on future purchases.

PLEASE NOTE THAT THE ENSUING CONTRACTING IS INTENDED TO BE FOR AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SHALL BE ONE (1) 4WD, SUV AND THE MAXIMUM SHALL THREE (3) 4WD, SUVS.

PAYMENT: Payment to Vendor is to be made within Thirty (30) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit indicating account number and encumbrance.

TRADE-IN: NONE

CERTIFICATE OF OWNERSHIP: At time of delivery the winning bidder will provide the following. The manufactures certificate(s) of origin along with a check in the amount of \$60.00 (sixty dollars) payable to NJ-MVC. No other arrangements or considerations will be accepted. Vendor MAY NOT hold Certificate of Origin until payment is received.

DELIVERY TIME: MUST BE WITHIN 120 days of awarding the bid. Any delay beyond that point must be verifiable through FORD FLEET correspondence to vendor and shared openly with the County.

DELIVERY: Will be to Union County Motor Vehicles Complex, 79 W. Grand St., Elizabeth, NJ 07202. Hours of operation are 7:30 AM to 4:00 PM Monday thru Friday. Delivery may be scheduled by contacting Motor Vehicles at (908) 659-7470 or (908) 659-7474.

SERVICE FACILITY: Must provide proof that bidder is factory franchised. Bidder shall have service facilities readily available, properly equipped, manned and be within twenty-five (25) miles of 79 West Grand Street, Elizabeth, N 07202

OPTIONS: In case of a discrepancy/contradiction between the standard equipment and the optional equipment specified, the optional equipment shall always prevail.

OTHER: Operator, Parts and Service Manuals must be provided by vendor.

Submit copy of literature on the equipment being bid on.

Total price to include all items listed in the specifications. freight, preparation and delivery.

Specifications

Page 1 of 7

Physical Dimensions:

Wheelbase: 112.8"

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

Overall Length: 197.1"

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

Height: 69.5"

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

Vehicle Width, Body Only: 78.9"

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

Vehicle Width w/ mirrors: 90.2"

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

Specifications Continued

Page 2 of 7

Physical Dimensions - continued

Interior, Head Room:	1 st	2 nd	3 rd	Row
	41.4	40.5	37.8	
Interior Shoulder Room	1 st	2 nd	3 rd	Row
	61.3	61.0	50.8	
Hip Room	1 st	2 nd	3 rd	
	57.3	56.7	40.7	
Leg Room	1 st	2 nd	3 rd	
	43.1	39.8	33.2	

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

Capacities: Passenger Volume	151.7 cu ft.
Cargo Volume behind 1st row	80.7 cu ft.
Cargo Volume behind 2nd row	43.8 cu ft.
Cargo Volume behind 3rd row	18.6 cu ft.

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

Fuel Tank Capacity: 18.6 us gallons

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

Manufactures Standard Equipment (denotes products and features included in the base price of the K8F Limited model)

MECHANICAL

- 3.39 Non-Limited-Slip Rear Axle (FWD)
- 4-Wheel Disc Brakes with ABS
- 18.6 gallon Fuel Tank
- Electronic Power-Assist Steering
- Engine – 3.5L Ti-VCT V6
- Hill Start Assist
- Independent front & rear Suspension
- Paddle Shifters
- Transmission – 6-speed SelectShift® Automatic (not included with 2.3L EcoBoost®)

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

EXTERIOR

- 2nd and 3rd Row Privacy Glass
- Black (MIC) Door Handles
- Black (MIC) Wheelip Molding
- Black Roof Side Rails
- Body-Color Bumpers (Body-Color Top, Black Bottom)
- Body-Color Spoiler
- Chrome Liftgate Appliqué
- Dark Foundry Gray Painted Grille with Chrome Bars
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Dual Chrome Exhaust Tips
- Headlamps – Autolamp Auto On/Off, Auto LED Low Beams, Halogen Reflector High Beams
- LED Taillamps
- Lower bodyside cladding (Black)
- Mini Spare
- Mirrors – Black (MIC), Power Electric Remote, Manual Folding with Integrated Blind Spot Mirrors (integrated blind spot mirrors not included when equipped with BLIS®)
- Roof-mounted Antenna
- Tires – P245/60R18 A/S BSW
- Wheels – 18" Aluminum Painted

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

INTERIOR/COMFORT

- 2nd and 3rd Row Dome/Map Light
- 4-way driver and front-passenger head restraints (2-way when DVD headrests (50S) are ordered)
- Black Metallic Center Stack
- Cargo Hooks
- Climate Control
 - Rear Auxiliary Climate Controls
 - Manual Single Zone
 - Cabin Air Filter
- Color-keyed single blade driver/passenger sun visors with covered illuminated vanity mirrors
- Console
 - Floor – Armrest / Storage
 - Overhead Console with Lights and Sunglass Holder
- Cupholders – 12
- Dark Galvano Appliqués
- Floor mats – color-keyed, carpeted, front and rear
- Front-passenger and 2nd Row Outboard Grab Handles
- Front and Rear (MIC) Scuff Plates Embossed with Explorer
- Load Floor Tie-Down Hooks
- Locking Glove Box
- Manual Tilt/Telescoping Steering Column
- Power Door Locks
- Power Windows with Front Row 1-touch up/down
- Seats
 - 1st Row Cloth, Bucket Seats, 8-way power driver with manual lumbar and recline, 4-way manual passenger seat
 - 2nd Row – 60/40 Split-Fold-Flat Bench (Fore/Aft adjustable seat – 40 section only)
 - 3rd Row – 50/50 Split-folding Seat
- Steering Wheel – Speed Controls, 5-Way Controls and Secondary Audio Controls

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

SAFETY/SECURITY

- **AdvanceTrac® with Roll Stability Control™ (RSC®)**
- **Airbags**
 - **2nd generation driver and front passenger, side seat**
 - **Front-passenger knee airbag**
 - **3rd row Safety Canopy® with Rollover Sensor**
- **Battery Saver feature**
- **Belt-Minder® (Front Driver / Passenger)**
- **Front-Passenger Sensing System**
- **Illuminated Entry**
- **LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations**
- Rear View Camera with Washer**
- **Seat Belts with Pretensioner/Energy-Management System w/adjustable height in 1st Row**
- **SecuriLock® Passive Anti-Theft System (PATS)**
- **SOS Post-Crash Alert System™**
- **Tire Pressure Monitoring System (TPMS)**
- **Two (2) Keyless-Entry integrated key transmitters**

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

FUNCTIONAL

- **4.2" Productivity Screen in Instrument Cluster (analog displays for fuel, speedometer and tachometer)**
- **Audio – Single-CD, MP3-Capable, six (6) Speakers**
- **Cruise Control**
- **Easy Fuel® Capless Fuel-Filler**
- **MyKey®**
- **One (1) 2nd Row Smart Charging USB port**
- **Outside Temperature and Compass**

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

- Powerpoints – 12-volt, four (4) total; two (2) in 1st row, two (2) in 2nd row and rear cargo area
- Rear Window Defroster

SYNC®

— Enhanced Voice Recognition Communications and Entertainment System

- 911 Assist®
- 4.2” LCD Display in Center Stack
- AppLink™
- Media Hub with one (1) Smart-charging Multimedia USB port

- Trailer Sway Control
- Wipers – Front Speed-Sensitive Intermittent; Rear 2-speed

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

4WD MODELS INCLUDE:

- Front Recovery Hooks
- Hill Descent Control™
- Terrain Management System™

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

OPTIONAL EQUIPMENT: Option packages and individual option listed from hereon are to be considered as EITHER a enhancement to the base vehicle or as a UPGRADE/REPLACENT for factory standard equipment. In EVERY instance the OPTIOAL EQUIPMENT replaces the standard equipment, and should be priced accordingly.

Group 303A – Includes

- Enhanced Active Park Assist - Lane Departure Warning -
- BLIS Safety System – Rain Sensing Wipers _ Auto High Beams
- P245/50R20 BSW Tires – 3.51 Non-Limited Slip Rear Axe.

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

Free Standing Options:

- #16N All Weather Floor Mats
- #50M SPLASH GUARDS
- 85W Rear Cargo Protector
- 60T Cargo Shade
- Exterior Color: G1 SHADOW BLACK
- INTERIOR COLOR: CW EBONY BLACK

EXACT COMPLIANCE: _____ YES _____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

BID FORM PAGE 1 OF 1

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE, DELIVER A **4WD, SUV** FOR THE DIVISION OF EMERGENCY MANAGEMENT OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

QUANTITY
MORE OR LESS

GRAND TOTAL

1

\$ _____
(NOT TO EXCEED)

BRAND _____

MAKE,MODEL & YEAR _____

DELIVERY _____ *DAYS AFTER AWARD
OR ORDER (MAY BE FACTOR IN AWARD)

*NOTE: DELIVERY MUST BE WITHIN 120 DAYS

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

ADDRESS OF BIDDER

SIGNATURE
CORPORATE SECRETARY

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BUSINESS REGISTRATION
Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.


If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or

A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME TAX REGISTRATION TEST ACCOUNT	TRADE NAME CLIENT REGISTRATION
TAXPAYER IDENTIFICATION# 070-087-382/900	SEQUENCE NUMBER 0107250
ADDRESS 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE 07/14/04
EFFECTIVE DATE 08/01/04	<i>J.P. & Tully</i>
This Certificate is NOT an invoice or receipt. It must be submitted in duplicate at award address.	

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
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:	20041014112823533

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of

_____ . 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

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 _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 Proposal and in this Affidavit are true and correct, and made with full knowledge that the **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the 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).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20_____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 512101 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 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 this Agreement or otherwise at law.

Name _____

(Please print or type)

Signature _____

Date

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offerrer: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name _____	Relationship to Bidder/Offerrer _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offerrer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am 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 of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____	Signature _____
Title _____	Date _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____

WARRANTY

NAME OF BIDDER: _____

SERVICE SHOP LOCATION

Proof of compliance of service facility of the vendor to the distance specification should be documented on this page by attaching a distance printout from Google maps or MapQuest from address of facility of vendors to 79 West Grand Street, Elizabeth, NJ 07202.

NAME OF BIDDER: _____