



**COUNTY OF UNION**  
*BID SUBMISSION CHECKLIST*

**PASSENGER BUSES  
WITH WHEELCHAIR LIFTS (REBID)**  
BA 67-2015

- \_\_\_\_\_ 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. Warranty
- \_\_\_\_\_ 10. Floor Plan
- \_\_\_\_\_ 11. Map
- \_\_\_\_\_ 12. Vehicle Manufacturer’s Statement of Acknowledgement
- \_\_\_\_\_ 13. Authorized Dealer Proof
- \_\_\_\_\_ 14. 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

## Invitation to Bid

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

### **PASSENGER BUSES WITH WHEELCHAIR LIFTS (REBID) BA# 67-2015**

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 (3<sup>rd</sup> 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**

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*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 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 there from, 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](http://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 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 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 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

Register online at [www.nj.gov/treasury/revenue/busregcert.shtml](http://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 bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

### **IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid 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 four (4) **Passenger Buses with Wheelchair Lifts** for the County of Union (the County). The County has evaluated different types of passenger buses and has determined that the 2015 or newer Ford E350 and all specified accessories and features is best suited for the County's needs in 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.

**EQUIVALENT PRODUCT:** Bids will be accepted for consideration on any make or model that is equal to or superior to the passenger buses specified. Further, equivalent products for all accessories carrying a brand name will also be considered. Variations of any features of a proposed equivalent product from the features of the specified brand name may be acceptable if judged to be in the best interest of the County. Decisions of equivalency will be at the sole interpretation of the County. A blanket statement that products proposed will meet all requirements will not be sufficient to establish equivalence. Brochures published by the original manufacturer of the proposed unit should be submitted with the proposal. 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 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 the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations should be fully described in the appropriate section.

**AWARD OF CONTRACT:** A contract will be awarded to bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N.J.S.A. 40A:11-13.

**Payment to Vendor** is to be made within forty-five (45) 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.

**PRE-DELIVERY INSPECTION:** There will be a pre-delivery inspection by a Union County representative at a site designated by the Vendor when the vehicle is finished. Cost will be covered by the County.

**DELIVERY TIME:** Delivery time after award of contract may be a factor in award of contract.

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

**POST AWARD MEETING:** A meeting will be held between the successful vendor and Union County Paratransit to review the vehicle build specification prior to commencement to building the vehicle.

**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 AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE FOUR (4) PIECES AND THE MAXIMUM SHALL BE EIGHT (8) PIECES.

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

**OTHER:** The bid price shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications. It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation.

Any questions regarding the bid can be emailed to [ucbids@ucnj.org](mailto:ucbids@ucnj.org) or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification

#### SPECIFICATIONS

**Four (4) 2015 or newer E350 FORD 10 PASSENGER BUSES WITH TWO (2) WHEELCHAIR POSITIONS**

This specification sets forth Union County's requirements for the purchase of four (4) 2015 or newer with no more than 5,000 miles on the odometer handicapped passenger bus with a wheelchair lift.

Vehicle should seat minimum ten (10) passengers plus two (2) wheelchair positions.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

This should be a multipurpose vehicle used in the transportation of disabled and senior citizens for Nutrition, Shopping, Non-Emergency Medical and Special Trip purposes. It should be used on generally flat terrain with frequent stops and operations in urban, suburban, and rural areas. The vehicle should be capable of legal highway speeds, yet be able to negotiate grades of up to 15% with a standing load.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The vehicle should meet all applicable FMVSS, American with Disabilities Act (ADA) for Demand Response Service, State of New Jersey and EPA requirements, and Society of Automotive Engineers (S.A.E) recommended practices. Body should be built in a plant located within the Continental United States.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder should be an authorized dealer.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

Successful bidder should facilitate full Warranty and After-sales service on complete units for body and chassis through a service facility located within 25 miles of the Union County garage, or offer a mobile service system available within 24 hours of breakdown notification. Warranty facility should maintain a parts inventory which can provide parts for vehicle bid by the successful contractor within 24 hours.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Model Year:** 2015 or newer with no more than 5,000 miles on the odometer

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Minimum 11,500 lbs GVWR**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dual Rear Wheel 138" Wheelbase CHASSIS and BODY**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**Dimensions:**

Ford E Super Duty, 11,500 GVW minimum (or equivalent)	
	<b><i>(IN INCHES)</i></b>
Wheelbase	138
Exterior Height	110 Maximum
Interior Headroom at Aisle	80 Minimum
Exterior Width	96 Maximum
Width at Floor	90 Minimum
Width at Seat Rail	90 Minimum
Width at Top of Window	90 Minimum
Drivers Side Passenger Compartment Length at Floor Level (minimum)	156 Minimum
Curb Side Passenger Compartment Length at Floor Level (minimum)	142 Minimum
<b>Entrance Door clear Opening Width</b>	32 Minimum
<b>Entrance Door clear Opening Height</b>	80 Minimum
Step-Well Width	34 Minimum
Ground to First Step	12 Maximum
Riser Height	7.5 Maximum
Emergency Door Clear Width	(Equal to Wheelchair Lift Width) 34 Minimum
Emergency Door Clear Height	<b>56 Minimum</b>
Upper Emergency Door Window	For rear visibility 65% of Door panel should be composed of clear safety glass
Lower Emergency Door Window	

**Bidder should ensure that the front and rear overhangs should be within NJDOT mandated dimension.**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Chassis:** Should be a 2015 or newer, Ford with Dual Rear wheels or approved equal.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Suspension:** Springs should have a ground load rating equal to or exceeding GAWR of this vehicle

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Shock Absorbers:**    Heavy duty, gas filled, commercial type

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Brakes:** Power-assisted, to include foot operated parking brake control at the operator's position and four wheel anti-lock.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Fuel Tank:** Should be 40 gallons minimum capacity.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Fuel Tank Heat Shield:** A gas tank shield should be provided. The shield should provide a barrier between the tail pipe and the gas tank preventing direct contact in case of tail pie breakage, and reducing the heat exchange from the tail pipe to the fuel tank.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Steering:** Full power steering approved by chassis manufacturer, with tilt wheel

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Drive Shaft:** To protect the drive shaft, at least one (1) guard should be provided for each section of drive shaft.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Engine:** Minimum 6.8 L EFI V-10 gasoline engine equipped with heavy-duty radiator and fan of the maximum capacity.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_



**Engine Cover:** Should be easy to remove to perform engine maintenance and should be insulated from heat and road noise with a minimum of 1” thick insulation as to minimize coach interior noise level, heat and fumes. Under no conditions should noise level exceed 80 DBA. THE DIPSTICKS FOR THE TRANSMISSION FLUID AND ENGINE OIL SHOULD BE EASILY ACCESSIBLE.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Exhaust System:** The tailpipe should have a turndown and exit on the driver’s side a minimum of 12” forward of the rear bumper and should not reduce the vehicles angle of departure.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Tires:** The vehicle should be equipped with chassis OEM white powder coated disc type wheels and LT225/75R-16E BSW all season radial ply with steel cord reinforcement and highway type tread. The rear axle should be equipped with dual rear wheels. A chassis OEM full sized spare tire and wheel mounted and balanced should be supplied with the vehicle. All wheels should be painted white, INSIDE AND OUTSIDE.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Mud Flaps:** Rubber composite flaps should be installed behind the front and rear tires.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Transmission:** Automatic shift five speed forward, with overdrive, one (1) reverse, with auxiliary transmission oil cooler.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Reflectors:** Supplied as mandated under applicable Federal Law.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Clearance Lights:** These features should meet all applicable federal requirements for safe vehicle operation during darkness and other conditions of reduced visibility. Forward located fixtures should be amber in color, rear fixtures should be red, installed with an adequate sealant to prevent moisture and dust from entering the internal part of the fixture. Lens caps should be plastic, screw-on type, for ease of replacement. All clearance lights should be armor protected LED lamps and should be wired to the headlight switch and not be on an independent switch.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Brake Lights, Back-up Lighting:** These fixtures should meet all applicable federal requirements for proper and safe vehicle operation. Brake lights at each rear corner should illuminate when brake pedal is applied. Separate fixtures should be supplied for turn signals that are self-canceling type. Back-up lights should be LED lights with a lifetime warranty and should be 4" round and provide 13-foot candles of light at 50" distance. Daylight super bright series 47 LED light or approved equal. All exterior lights other than chassis OEM lights should be LED

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Step-well:** Bus style entrance steps should be constructed of stainless steel and covered with RCA or equivalent ridged rubber transit flooring, step nosing is to be white. Each step tread is to be fastened with corrosion-resistant fasteners. A white standee line should be installed at the front of the aisle.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Back-up Alarm:** Each vehicle should be equipped with a back-up warning device that is readily audible outside each vehicle when the transmission is in reverse. The warning device should be mounted in the rear of each vehicle.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Head Lamps and Turn Signals:** Headlamps and forward turn signal indicators should be supplied with the chassis selected. Headlamps should be dual beam; Halogen type. Vehicle should be equipped with daytime running lights. Turn signal lights should be self-canceling type. These fixtures should meet all applicable federal requirements.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Undercoating and Under Structure:** Transit quality emulsion type undercoating is to be applied to the complete underside of the bus. All wires, hosing and related items should be secured to the under structure with metal and/or nylon fasteners. No flexing, looseness or unsafe approximation to the exhaust pipe is to be permitted.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Batteries:** This vehicle should be equipped with the dual batteries with the maximum cold cranking capacity available from the chassis original equipment manufacturer. The auxiliary battery should be easily accessible from outside the bus. The auxiliary battery should be mounted in an 11 gauge steel compartment. The auxiliary battery compartment should be fully enclosed with a curb side access door. The door should be supplied with a passive hold open device.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

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**Alternators:** Chassis supplied Original Equipment (200 amp, minimum).

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

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**High Idle:** An integrated high idle system to automatically increase engine speed should be supplied.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

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NAME OF BIDDER: \_\_\_\_\_

**Instrumentation:** The vehicle should be equipped with the following non-glare illuminated instruments and gauges mounted for easy maintenance and repair and in such a manner that each is clearly visible to the seated driver. Indicator warning lights in lieu of gauges are not acceptable. At a minimum the following instruments should be provided:

1. Speedometer
2. Odometer
3. Fuel Gauge
4. Oil Pressure Gauge
5. Water Temperature Gauge
6. Voltmeter with graduated charge and discharge indications
7. Upper Beam Head Lamp Indicator
8. Vehicle Manufacturer's standard keyed ignition switch should be provided
9. The body switch panel should utilize the chassis OEM blanks in the top center area of the dash. The control panel should provide controls for the heater, fan, dome lights, and all other electrical devices installed in the body. All circuit breakers, fuses, flashers, etc., should be mounted where "EASILY ACCESSIBLE" above the driver's door.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Light Indicators:** Headlight-on indicator and High Beam indicator. – Directional Signal & Flasher Action Light. – Fuse Panel should have spare fuse holder.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Radio:** Chassis OEM AM/FM/CD Radio with (4) speakers; plus the chassis OEM door speaker wired to allow the operator to listen to the door speaker while muting the (4) body speakers.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Roof Vent/Escape Hatch:** FMVSS standard emergency roof hatch with low profile roof vent feature

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Lighting:** The passenger compartment should be illuminated by a minimum of (5) LED lights. An LED step-well light should be provided and activated automatically with the opening of the ambulatory entrance door. An LED swivel driver's reading light and an under-hood LED engine compartment light should be provided. An LED license plate light should be provided at the rear of the vehicle and should be of sufficient power to clearly illuminate license plate for easy identification during darkness.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Electrical Wiring:** All wiring, ignition or control harnesses should be of the highest quality material, according to the standards of the industry, and of sufficient capacity to carry the loads imposed upon them.

All wiring exposed to the elements should be enclosed in a loom or other approved material. All cable in the coach should be of sufficient size to carry the required currents without excessive voltage drop. Wiring in body should be adequately protected against interference by passengers.

Wiring and cables in engine compartment should be insulated from heat and should be resistant to oil and grease.

Insulated wiring should conform to current SAE standards.

Insulation material should be selected for the maximum ambient temperature of the vehicle's operating environment.

Electrical wiring should be color coded for easy identification of system functions.

Wiring should be of sufficient length to permit proper positioning as well as replacement of terminals at least twice without excessive tension. Grommets should be provided at points where wiring penetrates metal or other material with sharp edges.

All wiring to any auxiliary fuse boxes should be HARD WIRED into the main fuse box.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Windshield Wiper and Washers:** (As required by FMVSS No. 104). Dual electric 2-speed intermittent type with windshield washers.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**BODY CONSTRUCTION**

**Sidewall:** The sidewall design should provide maximum shoulder room. Both sidewalls should be constructed as composites of 24 gauge galvanized steel panels on the exterior and FRP (.090") on the interior surface. The interior panels should be gray in color in order to harmonize with seat and floor color selection. Between these panels should be a grid network of 1 1/2" square 18 gauge galvanized steel tubes. The side and rear walls should be built as a composite structure formed by using structural adhesives set under high pressure. All sidewall panels should be full-length with no intermediate vertical seams. All seams should run longitudinally and should be finished such that there are no visible fasteners.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Roof Construction:** The roof should be constructed as a composite. The roof composite should be produced of 24 gauge galvanealed steel panels on the exterior and FRP panels (.090" thick) on the interior surface. Arched shaped roof bows made of 1 1/2" square 18 gauge steel tubes should be place on 25 1/2" centers minimum. The roof should also be composed of (3) longitudinal stringers, (2) 16 gauge outboard roof rails and an 18-gauge 1 1/2" square tube center stringer. The composite should be formed by using structural adhesives set under high pressure. All interior and exterior panels should be full length with no intermediate horizontal seams. The roof over the driver should be identical to the roof over the passenger compartment providing equal structural protection in a rollover and or roof-crushing incident.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_



**Floor Construction:** The floor should consist of 3/4" marine grade plywood over a galvanealed steel belly pan. Exposed plywood only holds up so long in the northeast. NJ Transit requires a steel belly pan or approved equal. The floor should be level into the cab area. To make it easier for driver access from a seated position to the passenger compartment there should be no more than a 1" rise between the chassis OEM cab floor and the vestibule immediately adjacent to the drivers seat. All steps are to be covered as required in the step well section. All floor cross members should be constructed of high-strength low-alloy steel with minimum yield strength of 50,000 psi and tensile strength of 60,000 psi. All participants in this ITB should submit a vehicle manufacturer's statement of acknowledgement of this critical requirement.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**BUMPERS:** The front bumper should be chassis OEM chrome bumper with an OEM license plate bracket installed. An 11 gauge black powder coated steel wrap around bumper should be provided and installed on the rear of the bus.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Interior Finish:** Cab and passenger area headliners should be fiberglass with minimum .015 high gloss gelcoat surfaces for durability and easy cleaning. The cab headliner and passenger headliner should each be one piece. *Carpet, vinyl or fabric ceiling coverings are not acceptable in this application.*

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Exterior Finish:** All exterior skins of the body should be of galvanealed steel. The exterior surface should be smooth and free from visible fasteners. The vehicle exterior should be skinned with commercial automotive quality pre-painted galvanealed steel to ensure a long lasting paint adhesion. The paint scheme is to be the color WHITE.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Windows:** Inverted transit style "T" slider windows with safety glass, 31% tinted should be installed in each side of the passenger compartment. Each window should be 24" wide by 30" high **maximum**. Each window should include a ventilation section assuring proper ventilation for the passengers. There should be vertical steel posts in between each window on 25 1/2" centers (maximum) to support the roof in the case of a roll-over. One window on each side of the bus should function as an emergency exit in accordance with Federal Motor Vehicle Safety Standard 217.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Entrance Doors and Steps:** Double out transit style passenger entry doors should be provided. The doors should be constructed with architectural grade anodized aluminum with full height safety glass for the entire exterior surface so as to allow the driver to see and judge the curb location when stopping. The door jamb should incorporate a rubber gasket sealing the door when it is fully closed. The bottom should be equipped with a sweep to protect and clean the lower step. The door should be hung with oil-lite pivot pins set in brass bushings. The finished door should be equal in width throughout its entire height with a minimum 32" wide clear opening.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Transition:** The transition panel between the fender and the door should be constructed of Fiberglass and should maintain the chassis lines and contours to the greatest extent possible. The transition panel should include a single window to be such that the driver is able to see and judge the curb location when coming to a stop. The window should have a minimum of 350 square inches of safety glass.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Driver's Chassis Door:** A chassis OEM door with roll up window should be provided. A 2 ½" wide rain gutter should be provided which prevents rain from hitting the driver's door and window.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Rear Emergency Door:** A rear emergency door should be provided. The door should be of all steel construction. Safety glass windows should be provided in the door, upper and lower, for improved rear vision. The door should be located in the rear center of the vehicle. The emergency door should have a warning buzzer in place to alert the driver when it is open. Flanking rear windows should be provided (approximately 12" W x 30" H) on both sides of the rear emergency door.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Locks:** The passenger door and emergency door should be lockable. The emergency door should have a dead bolt style vandal lock that does not require a key and is interlocked such that the bus cannot be started if the door is locked.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Wheelchair Lift Door:** Should be located on the curb side, behind the rear axle. The lift doors should be provided with stainless steel "T" Latches to hold the door(s) open during lift operation. A red light located in the driver's area should indicate when side doors are not fully locked. The interior and exterior lift door should be illuminated by ADA compliant lights when lift doors are in a fully opened position. REQUIRES A 45" WIDE CLEAR DOOR OPENING.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

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**Interlock Lift:** The controls should be interlocked with the vehicle brakes, transmission, or door, or should provide other appropriate mechanisms or systems to ensure that the vehicle cannot be moved when the lift is not stowed and the door closed; thus, the lift cannot be deployed unless the interlock(s) or systems are engaged.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

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**Wheelchair Lift:** The lift should be a BRAUN CENTRY LIFT NCL954IB3454-2 OR EQUIVALENT - 1,000# CAPACITY WHEELCHAIR LIFT WITH A RETRACTABLE PLATFORM LAP BELT, AND A COILED CORD PENDANT MEETING AMERICAN'S WITH DISABILITIES ACT (ADA) REQUIREMENTS, AND FMVSS 403/404 STANDARDS. LIFT DESIGN IS POWER UP, GRAVITY DOWN, POWER FOLD SPRING-LOADED ROLL STOP. CLEAR PASSAGEWAY 34" WIDE X 54" LONG. 48" FLOOR TO GROUND MAXIMUM, AND REQUIRES A 45" WIDE CLEAR DOOR OPENING.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

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NAME OF BIDDER: \_\_\_\_\_

**Wheelchair Positions:** All wheelchair stations should be designed to secure wheelchairs in a forward facing position. Each wheelchair station should provide adequate room for a standard size wheelchair. No obstructions should hinder a wheelchair from being rolled into place. Each wheelchair station should have a clear floor area designated in the seating diagram. OEM RESTRAINT STORAGE POUCHES FOR EACH WHEELCHAIR POSITION SHOULD BE PROVIDED FOR STORING RETRACTORS AND OCCUPANT RESTRAINT BELTS.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Wheel Chair Tie-down & Occupant Protection System:** The system should be A Sure-Lok FF612S-4C or equivalent, “L” Track Wheelchair Tie-down and Occupant Restraint. Wheelchair retractors FE200855S right hand retractor S-Hook, and FE200907S Left Hand Retractor S-Hook. Integrated Combination Belt FE200727HA with snap hooks to attach lap belt to D-rings on rear tie-down assemblies. Height Adjuster should provide nearly 12” of vertical adjustment to allow proper shoulder belt placement on the occupant. A Velcro strap should be provided to keep belt against the vehicle sidewall when not in use. OEM RESTRAINT STORAGE POUCHES FOR EACH WHEELCHAIR POSITION SHOULD BE PROVIDED FOR STORING RETRACTORS AND OCCUPANT RESTRAINT BELTS.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Wheel Chair Securement Location Decal:** Each vehicle should contain a sign(s) which indicated the location in which the wheelchairs should be placed. Each wheelchair location requires a securement location decal. Characters on this sign should have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10 with a minimum character height (using an upper case "X") of 5/8" with wide spacing. Spacing between letters should be 1/18". This lettering should contrast with the background either light-on-dark or dark-on-light.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Exterior Mirrors:** Rosco or equivalent right and left combination flat and convex mirrors with euro style mirror head with dual lens. Passenger side mirrors are fender and driver's side should be mounted in the chassis OEM mounting location in the driver's door. All brackets are black breakaway with tubular arms.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Interior Mirrors:** A 4"x8" minimum convex mirror should be provided above the windshield for viewing passenger seating area. In addition, the chassis OEM rearview mirror should be mounted on the windshield.

EXACT COMPLIANCE: \_\_\_ YES \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**COOLING SYSTEM:** Air conditioning should be MCC/Carrier Model AC-472T or equivalent with a 35,000 BTU passenger compartment evaporator, a 57,000 BTU CM3 skirt mounted condenser, and chassis OEM compressor.

The wiring should meet all specifications required. Any subcontractor who provides air conditioning and/or heating components should meet all specifications unless specific exceptions are granted.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Front Heating:** A front heater, air conditioner and defroster is to be supplied and is to be factory supplied, front heater and defroster should have the maximum BYU rating available

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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**Rear Passenger Compartment Heater:** heater should provide a maximum amount of comfort for vehicle passengers - the BTU rating should be a minimum of 45,000 - the heater is to be located in the rear curbside of the vehicle between the lift and the rear wall where it should not interfere with any passenger traffic, leg room, wheelchair securement and or movement to the tie-down position.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_

**Seat Securement:** Seats should be bolted through the floor using grade (8) bolts with large support washers followed by an additional lock washer and nut. All seats should comply with the performance criteria per FMVSS 207 Seating systems, 208 Occupant crash protection, 209 Seat belt assemblies, and 210 Seat belt assembly anchorages. **TRACK SEATING WILL NOT BE ACCEPTABLE.**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Seating:** There should be three rows of 2-passenger seats on driver's side and two rows 2-passenger seats on curb-side All passenger seat frames should be constructed of steel tubing. Basic seat and back is constructed of strap-steel bands contoured around tubing frame to provide optimum comfort, strength and lightweight. All seating should conform to FMVSS 222. The seat and back shell has vinyl covering over padding meeting flammability requirements of FMVSS No.302. All seats should be equipped with seat belts which fully comply with FMVSS 210. The seat belts should be 74" minimum. Each bus should be supplied with (2) 24" seat belt extensions. Seats should be Freedman Mid-High featherweight or prior approved equal. Aisle between seats should be a minimum of 14". All aisle seats should be equipped with hard rubber armrests, Freeman US Arm or equal. All seats should be equipped with yellow grab handles.

**A copy of the proposed floor plan should be submitted with bid.**

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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**Driver's Seat:** The operator's seat should be a gray vinyl chassis OEM captains chair mounted on a chassis OEM pedestal.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
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NAME OF BIDDER: \_\_\_\_\_



**Accessories:** A seat belt cutter should be mounted accessible to the seated driver.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

**Safety Equipment to Include the Following:** Fire extinguisher should be of the dry chemical type with a minimum 5-pound capacity. First aid kit with a minimum of 16 units with a body fluid cleanup kit should be provided and mounted in an easily accessible location for emergency use. Both kits should be enclosed in a hard cover plastic or metal case. Reflector kit – Three (3) Portable warning reflectors mounted on stands should be furnished.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

**Driver's Storage Compartment:** Should be provided on the engine dog house for storage of a cup, maps and documents.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

**Stanchions and Modesty Panels:** Vertical stanchions are mounted from floor to ceiling at entrance and to the rear of the Driver's seat. Stanchions should incorporate a modesty panel behind the driver and immediately forward of the front curbside seats. For vehicle exceeding 22' in overall length an overhead grab rail should be readily available on the driver's side. Yellow grab handles should be located on all seat backs. Entry assistant handrails extending to the bottom step should be placed on both sides of passenger door. All stanchions a grab rails should be 403 satin finish seamless stainless steel. A 3/8" thick tinted Plexiglas panel should be provided behind the driver.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**Floor Covering:** The plywood floor should be covered with RCA or equivalent slip resistant rubber transit flooring. The rubber flooring should be 1/8” smooth under seats and 3/16” ribbed in the aisle.

EXACT COMPLIANCE:    \_\_\_\_YES    \_\_\_\_NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Keys:** There should be delivered to the County three (3) complete sets of keys for each vehicle. All chassis locks on each vehicle to be keyed alike. Keys should not be interchangeable between vehicles.

EXACT COMPLIANCE:    \_\_\_\_YES    \_\_\_\_NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Running Boards:** DEEZEE Diamond Plate running board with brackets, Ford E-series Model #DZ-2006

EXACT COMPLIANCE:    \_\_\_\_YES    \_\_\_\_NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**Interior Lettering:** The following signs should be supplied and installed. Signage to be put on the interior front cap high enough and large enough to be seen by passengers in rear of vehicle.

- Overall vehicle height should be posted above dashboard in full view of driver.
- No Standing
- All wheelchair securement belts should be placed on wheelchair and all passenger seat belts should be utilized by passengers prior to vehicle movement.
- All ADA mandated signage should be included.
- NO SMOKING, NO EATING, NO DRINKING
- All Emergency Exits should be identified with appropriate labeling including operating instructions for evacuation lock operation and handle or control direction/operation. Red light on top of every emergency exit should be mounted and should illuminate when the headlights are on.
- Operating instructions for wheelchair lift should be posted on inside of lift doors, on lift and at driver's station.
- Instructions for operation of wheelchair securement devices and 4-point strap securement should be posted on both panels at wheelchair positions.

**Union County must approve and authorize all lettering prior to commencement of lettering by the vendor.**

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reflective Exterior Tape:** There should be a 2" wide strip of reflective tape that should run along the back bumper. All emergency exits should be outlined around the perimeter of the exit. Color and placement should be decided by Union County prior to application.

EXACT COMPLIANCE:    \_\_\_ YES    \_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**Outside Lettering:** All vehicles should be lettered and striped on both sides. Two 8” Avery vivid blue strips per bus should go the full length of the vehicle on both sides. The letters should be 4” in height and white in color. Lettering should be centered on both sides in the stripes. The lettering is to be as follows:

UNION COUNTY PARATRANSIT SYSTEM

Below the stripes in two and half inch black lettering, and centered on both sides. The lettering is to be as follows:

DEPARTMENT OF HUMAN SERVICES

The front header should be lettered with 4” Avery Vivid blue as follows:

UNION COUNTY PARATRANSIT SYSTEM

**Union County must approve and authorize all lettering prior to commencement of lettering by the vendor.**

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exterior Colors:** All exterior paint should be DuPont Imron or equivalent polyurethane enamel. There should be a six inch wide transit stripe along the length of each side of the body. The color should be specified by the purchaser at the time of bid award. Window pillars should be painted gloss black, commonly referred to as “window black-out”. Touch-up paint for each color used should be supplied with bus at delivery. The exterior of all wheels should be powder coated white. Skirts should consist of curved reinforced fiberglass, easily removable for replacement. Replaceable contoured rear wheel well fenders should be provided.

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**WARRANTY**

1. Body: Body Structure Warranty – 5 years / 150,000 miles
2. Air Conditioning & Auxiliary Heating Systems - two (2) years, 100% parts & labor; or manufacturer’s warranty, whichever is greater
3. Lift Braun – one (3) years or 10,000. Power train parts are warranted for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings.
4. Vehicle body panels, doors, corrosion – three (3) years, 100% parts & labor
5. Seats & seat frames – five years, 100% part & labor
6. All body doors & windows – one (1) year, 100% parts & labor
7. Mirrors – two years (2), 100% parts & labor
8. Body electrical wiring – one year, 100% parts & labor
9. Component installation and balance of vehicle components should have one (1) year, or 12,000 miles, 100% parts & labor.

EXACT COMPLIANCE:     YES     NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

**Chassis:** Bumper to bumper – three (3) years, or 36,000 miles, 100% parts & labor

Cab, chassis, and frame rails, against corrosion perforation – five (5) years, or 50,000 miles, manufacturer’s standard warranty, 100% parts & labor

1. Front and rear axles, and drive train - three (3) years, or 36,000 miles, 100% parts & labor
2. Transmission - three (3) years, or 36,000miles, 100% parts & labor
3. Gas Engine - (5) years or 60,000 miles
4. Emissions - five (5) years, or 50,000 miles, 100% parts and labor
5. Safety restraint & airbag – five years or 50,000 miles, 100% parts & labor
6. Ford Driver’s door – three (3) years, 100% parts & labor

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manuals to be supplied at delivery (one set per purchase except where noted):

- Operations: A body manufacturer operations manual and parts manual
- Components: Air conditioner, wheelchair lift, wheelchair securement, and other component service manuals
- Owner’s Manual
- Parts book, repair manual and an “As Wired” electrical diagram manual
- Complete shop repair (factory service) manual from chassis OEM
- Complete operation and routine maintenance manual from chassis OEM

EXACT COMPLIANCE:    \_\_\_\_ YES    \_\_\_\_ NO\*

\*DEVIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND DELIVER **PASSENGER BUSES** FOR UNION COUNTY PARATRANSIT SYSTEM IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

<u>QUANTITY</u>	<u>ITEM</u>		<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4	10 + 2 PASSENGER BUSES	X	\$ _____	\$ _____ (NOT TO EXCEED)

BRAND: \_\_\_\_\_

MAKE, MODEL & YEAR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DELIVERY \_\_\_\_\_ DAYS AFTER AWARD  
OR ORDER (MAY BE A FACTOR IN AWARD)

SERVICE SHOP LOCATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF BIDDER  
\_\_\_\_\_

\_\_\_\_\_  
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 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	
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:	
	20041014112813533

ATTACH BRC HERE

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Subchapter S Corporation

**Complete if the bidder/respondent is one of the 3 types of corporations:**

**Date Incorporated:** \_\_\_\_\_

**Where Incorporated:** \_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_  
**Street Address**  
**Code**

**City**

**State**

**Zip**

\_\_\_\_\_  
**Telephone #**

**Fax #**

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**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. S12.101 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, any 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/Offeror: \_\_\_\_\_

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/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror 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 \_\_\_\_\_

WARRANTY

Attach copy or provide description of warranties on all components of vehicles.

NAME OF BIDDER: \_\_\_\_\_



FLOOR PLAN

Attach copy of Floor Plan to this page for the vehicle being bid on.

NAME OF BIDDER: \_\_\_\_\_

MAP

Attach copy of Google Map or MapQuest from address of service facility to 79 West Grand Street, Elizabeth, NJ, 07202.

NAME OF BIDDER: \_\_\_\_\_

VEHICLE MANUFACTURER'S STATEMENT OF ACKNOWLEDGEMENT

Attach vehicle manufacturer's statement of acknowledgement for floor construction for vehicle being bid on.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED DEALER PROOF

Attach proof of authorized dealership and copy of New Jersey State license for the sale of vehicle being bid on.

NAME OF BIDDER: \_\_\_\_\_

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: \_\_\_\_\_