

Specifications for Furnishing and Delivery of
One (1) 2015 Ford Escape Sports Utility Vehicle or Equal

Freehold Soil Conservation District

4000 Kozloski Road

PO Box 5033

Freehold, NJ 07728-5033

SPECIFICATIONS

INTENT

It is the intent and meaning of these specifications to provide for the furnishing and delivery to the Freehold Soil Conservation District, one (1) 2015 Ford Escape Sports Utility Vehicle or Equal.

The units shall receive pre-delivery inspection and service according to manufacturer's specifications and will be ready for service.

Manufacturer's warranty must accompany this unit.

A Certificate of Ownership, made out to the Freehold Soil Conservation District, shall be presented at the time of delivery.

Bidders shall quote firm price and indicate any exceptions to specifications.

Unit must conform to all ICC, EPA, and N.J. Motor Vehicle requirements.

CONTRACT PERIOD, LIMIT OF OBLIGATION

This contract shall be in effect for a period of one year from the date of award of the contract or until all conditions of these specifications are met (delivery, service, instruction, guarantee, etc.) unless otherwise specified in the "Detailed Specifications" attached hereto.

Any contract entered into pursuant to these specifications shall be automatically cancelled at the end of the Freehold Soil Conservation District's fiscal year, which is June 30th of next year and any subsequent year(s) for which this contract is intended. When there are sufficient funds made available by an annual appropriation in the budget of the District for the subsequent fiscal year which begins July 1st, then and in that event the contract shall be automatically renewed and extended under the same terms and conditions, and for the same time period as set forth in the specifications and bid agreement.

AWARD OF BID

The Freehold Soil Conservation District reserves the right to reject any and all bids if deemed to be in the best interest of the District to do so. In case of tie bids, the Freehold Soil Conservation District shall have the authority to award the contract to the vendor(s) selected by the District in its sole discretion.

CONTRACT

The Contract shall consist of the signed bid of the bidder, the general and other specifications and conditions prescribed and the resolution of the Freehold Soil Conservation District accepting the bid unless a firm contract is specifically set forth in the bidding documents.

TIME FOR THE CONTRACT AWARD

The Award of the Contract or the rejection of the bid(s) shall be made within sixty (60) days of the date of receiving bids, unless, at the request of the District, bidders give their consent in writing to have their bids held for consideration for a longer period.

Bidder shall comply with all laws relating to the sale of and purchases by local public agencies insofar as they pertain to the purchase made under this Contract and will pay prevailing wages as provided by law.

ASSIGNMENTS

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or his rights, title, or interest in or to the same or any part thereof, without previous consent, in writing to the District endorsed upon or attached to each copy of the Contract; and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the bidder shall, without such previous written consent assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of his right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the District, be revoked and annulled and the District thereupon relieved and discharged from any and all liability and obligations growing out of the same to the bidder and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or effect and assignment by the bidder for the benefit of his creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the owner in law or in equity by reason of any so-called assignment of this Contract, or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the District.

HOW TO BID

Bid shall be submitted on bid sheet which shall remain attached hereto, and sealed and submitted with an accompanying check or bid bond for ten (10) percent of the bid price, made payable to the Freehold Soil Conservation District. The sealed envelope containing the proposal shall indicate its content as follows: Sealed Bid-one (1) 2015 Ford Escape Sports Utility Vehicle or Equal.

Bid must be signed in ink by the vendor with the signature in full; when a firm is bidder, the agent who signs the firm name shall state in addition, the full name(s) and address(es) of any and all individuals or all stockholders who own ten (10) percent or more of its stock of any class, or of all individual partners in a partnership who own a ten (10) percent or greater interest herein.

GENERAL

There shall be no deviation from specifications except those which are listed on Bidder's Detail Sheet and which are expressly approved as part of the District's acceptance of the bid.

PROPOSAL

By submitting a proposal, the bidder covenants and agrees that he or she has satisfied himself or herself from his or her own investigation of the conditions to be met, that he or she will fully understand his or her obligations, and that he or she will not make a claim for, or have right to, cancellation or relief, without penalty of the Contract, because of any misunderstanding of lack of information.

GUARANTEE

The bidder guarantees that the item is of first quality throughout and complies in all aspects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if manufacturer prescribes a guarantee of greater duration, and the latter time period of the guarantee will control.

PROTECTION OF ITEMS AND PROPERTY

The successful bidder shall maintain adequate protection for all of his or her items from damage and shall protect the owner's property from damage, injury, or loss, arising in connection with any resulting Contract. He or she shall make good any such damage, injury or loss.

BIDS ON EQUIVALENT PRODUCTS

If a bidder intends to submit a bid on a product contended to be equivalent product, it shall be the responsibility of the bidder to submit the equivalent product and supporting manufacturer's data to the Freehold Soil Conservation District at least five (5) days before the date of bid evaluation.

Prospective bidders must insert the manufacturer's name and model number they are submitting quotations on in the appropriate place provided for on the Proposal Sheet.

AMERICAN PRODUCTS

Only products manufactured in the United States, where available, shall be furnished by the successful bidder in the fulfillment of their obligations under any resulting Contract.

ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the vendor, either as principal or by agent or employees, to enter upon the premises or property of the District in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the District from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

Contractor will carry insurance to indemnify the District against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or his employees or agents, any may be required to provide certificates of such insurance to the District.

BIDDER'S INSURANCE AND CERTIFICATION

The bidder shall procure and maintain Worker's Compensation and Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance sufficient to protect the bidder and his or her employees during the life of this contract. The District may at its option require the bidder to submit certificates of insurance as listed above as evidence that the bidder has secured such coverage. Such coverage shall be with acceptable insurance companies only.

HOLD HARMLESS

Bidder shall agree to indemnify and save harmless Freehold Soil Conservation District from all claims and damages arising from Bidder's negligence in the performance of the bidder's obligation under this agreement.

DEFAULT OF CONTRACTOR

The Freehold Soil Conservation District shall have the right in case of failure to perform or deliver, neglect or the refusal of the contractor to do the work specified satisfactorily, to terminate the Contract following a three (3) day written notice to the contractor and surety, served upon them at their last know address according to the records of the Freehold Soil Conservation District. At the expiration of said notice, the District may, at its option, perform said work itself or enter into a Contract for the performance or purchase thereof for the balance of the term provided. Where the District proceeds to perform the work itself or enters into a Contract for the performance or purchase for the balance of the term, the District shall deduct the cost thereof from the payments due to or grown due and the contractor shall be liable for such deficiency. If the District shall declare the Contract in default, in the whole or in any particular, such declaration or default shall in no way relieve or affect the liability of the contractor and his or her surety for breach of any of the covenants and conditions of said Contract.

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Bidders are required to comply with the requirements of P.L. 1975, Chapter 127 (N.J.A.C. 17:27), a law dealing with nondiscrimination because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The parties of this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time ant the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; 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 contract or subcontractor, where applicable, will in all solicitation or advertisements for employee 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, sex, affectional or sexual orientation.

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

REQUIRED AFFIRMATIVE ACTION EVIDENCE

1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.

OR

2. A photocopy of your Certificate of Employee Information Report.

OR

3. A completed Affirmative Action Employee Information Report (AA302).

The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable.

TAXES

No federal or state taxes shall be included in the bid.

DELIVERY

All bids must indicate the approximate delivery date and delivery shall not exceed this estimated date more than 30 days.

REQUIREMENTS

Bidders are required to comply with the requirements of P.L. 175, Chapter 127.

TRADE – IN

OPTION # 1 (With Trade in of Vehicle)

The District will purchase one (1) 2015 Ford Escape Sports Utility Vehicle or Equal and will trade in on the cost of the new unit, one vehicle as follows:

Year	Make	Body Type	Serial Number
2007	Ford	Ranger Super Cab	VIN #1FTYR44U27PA42460

This vehicle may be inspected at the District office, 4000 Kozloski Road, Freehold, New Jersey, only by advance notice of one day of day to be inspected.

OPTION # 2 (Outright Purchase, No Trades)

Bidder will submit a net price for one (1) 2015 Ford Escape Sports Utility Vehicle or Equal without the trade-in allowance.

Vehicle Specifications

Type:	One (1) 2015 Ford Escape Sports Utility Vehicle or equal, 4 door
Shocks:	Heavy Duty (front and rear)
Engine:	Duratec 2.5 I-4 Engine
Transmission:	Automatic
Brakes:	Anti Lock Brakes Standard
Battery:	Heavy Duty, Maintenance Free
Instrumentation:	Ammeter, oil pressure, temperature, fuel, and speedometer
Tires:	Five (5) tires and wheels, Heavy Duty
Mirrors:	One (1) inside rear-view, two (2) outside mounted
Color:	Sterling Gray
Other Equipment:	Heater, defroster, AM/FM radio, clock, air conditioning, and <u>all-weather floor mats</u>
Comments:	Four wheel drive not necessary
Seats:	Vinyl or equal

BID FORM

Date _____

Freehold Soil Conservation District
4000 Kozloski Road
PO Box 5033
Freehold, NJ 07728-5033

Bidder's Name

(Address)

(City, State, Zip Code)

Will contract to furnish the Freehold Soil Conservation District one (1) 2015 Ford Escape Sports Utility Vehicle or equal, as specified. Please complete one or both options.

Option # 1(With Trade in) \$ _____
(Gross Price)
Deduct from total price the trade-in allowance to be made on one (1) 2007 Ford Ranger as specified. \$ _____
(Trade-in allowance)
\$ _____
(Net Bid Price)

Option # 2
Net Bid Price without trade-in Allowance. \$ _____
(Net Bid Price)

(Signature of Bidder)

BIDDERS DETAIL SHEET

DEVIATION FROM SPECIFICATIONS

Engine:

Body:

Other:

Delivery Date:

Terms:

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

ss:

I, _____ (name of affiant) residing in _____ (name of municipality)

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

I am _____ (title or position) of the firm of _____ (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____ (title of bid proposal), 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, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Freehold Soil Conservation District relies upon the truth of the statements contained in said Proposal and in the statements contained in this 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 _____ (name of contractor). (N.J.S.A. 52:34-25)

Subscribed and sworn to before me this _____ day

of _____, 20_____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STOCKHOLDERS REPORT

Chapter 33, Laws of 1977, became effective March 8, 1977. It requires corporate and partnership bidders for school district contracts (as well as State, County and Municipal Agencies) to submit a list of names and addresses of all stockholders owning ten (10) percent or more of their stock of ten (10) percent or more of stock of their corporate stockholders, or in the case of partnership, the names and addresses of those partners owning a ten (10) percent or greater interest therein.

In addition, if one or more such stockholders or partners is itself a corporation or partnership, the stockholders owning ten (10) percent or more of that corporation or the individual partners owning ten (10) percent or greater interest in that partnership, as the case may be, shall also be listed.

These statements of names and addresses must be submitted prior to the receipt of the bid or must accompany the bid. **NO AWARD OF CONTRACT OR AGREEMENT ENTERED INTO MAY BE MADE IF THERE IS A FAILURE TO COMPLY WITH THE PROVISIONS OF THIS LAW.**

Once this report is received, it need not be submitted again unless there is a change.

OWNERSHIP STATEMENT

If the Bidder is a corporation or a partnership, the Bidder, in compliance with Chapter 33, P.L. 1977, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own ten (10) percent or more of its stock or interest.

IF NONE, SO STATE

INDIVIDUAL

ADDRESS

Signature of Bidder