



*John P. Kelly, Director  
Virginia E. Haines, Deputy Director  
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Gary Quinn, Commissioner  
Joseph H. Vicari, Commissioner*

*Michael J. Fiure, Director, Management & Budget  
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean  
Administration Building  
101 Hooper Avenue  
Toms River, NJ 08754*

***BID***  
***BRUSH CHIPPER***

***2022***

***ADVERTISEMENT DATE: August 17, 2022  
OPENING: September 7, 2022, 11:00 am***

***Bid Category: 02- Agricultural Equipment and Related Products and Services  
04- Automotive Products, Vehicles and Services***

## ***NOTICE TO BIDDERS***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **BRUSH CHIPPER** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Wednesday, September 7, 2022 at 11:00 am**, prevailing time.

Bids will be received electronically via the [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<https://procurement.opengov.com/portal/oceancounty/>)

Specifications and form of proposal are on the **Procurement Portal (Link Above)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**JOHN P. KELLY**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***CONTACT INFORMATION AND PROJECT TIMELINE***

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Brian W. McCarthy**

Director

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: (732) 349-4579

**Department:**

Parks Department

### **Timeline**

|                         |  |
|-------------------------|--|
| <b>Advertising Date</b> | August 17, 2022  |
| <b>Bid Opening Date</b> | September 7, 2022, 11:00am<br>Administration Building, 101 Hooper Ave.,<br>Room 119, Toms River, NJ, 08753 |

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenow.com/signup>.

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<https://procurement.opengov.com/portal/oceancounty/>)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

**It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.**

## ***INSTRUCTIONS TO BIDDERS***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Wednesday, September 7, 2022.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

**Pricing**

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

**Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

**Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

### **Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

### **Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

### **Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

### **Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

### **American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

### **Market Conditions**

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process **only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.**

Such events shall be industry wide and cause all related product prices to be effected. **All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval.** If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

***Note: A request for price increase does not guarantee approval.***

### **Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

### **NJ One Call**

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

### **Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

**Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.

2. Contractor's Liability not less than \$100,000.

**Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

**Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

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

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

**County Cooperative Contract Purchasing System**

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:  
**CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

## ***AWARD METHOD***

Contract will be awarded on a lump sum basis.

## ***VENDOR QUESTIONNAIRE***

### **County Cooperative Contract Purchasing System\***

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

☐ Yes

☐ No

\*Response required

### **BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Signature Page
- Non Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran

**FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

**NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.**

**Please note: The County's preferred method of submission is DocuSign.**

[Click here to go to the form](#)

\*Response required

### **Copy of Bidder's Certificate of Employee Information Report**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

**QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

**If yes, please upload a photocopy of such approval.**

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

**If yes, please upload a photocopy of such certificate.**

**Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

**Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

☐ Yes

☐ No

\*Response required

**Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

☐ Yes

☐ No

\*Response required

**Descriptive Literature and Warranty Details\***

Please supply all descriptive literature and warranty details for all items being bid.

\*Response required

**Mechanic and Operator Training for All Heavy Duty Motor Vehicles\***

**MECHANIC AND OPERATOR TRAINING**

Training shall be provided by the successful bidder for operators and Mechanics at a County location with instructional materials as needed.

Mechanic training will be provided on site for shop mechanics and supervisors. Class size will not exceed twenty (20) total people. Separate training sessions may be required to accommodate the County's two (2) shifts. Training will be conducted to include the following minimum material:

- Brake system component identification / diagnosis and service procedures
- Electrical system features / diagnosis / maintenance
- Air conditioning system diagnostic and service procedures
- Engine repair and maintenance to include specifications / components / sensor locations
- Emissions equipment to include exhaust after treatment / regeneration / warning system
- Internet based Service and Parts Manual usage

**Operator training will be provided for a minimum of four (4) hours immediately following vehicle check in and acceptance. The training will cover familiarization of the truck chassis, installed equipment, and truck hydraulic system operation.**

***By confirming this question, bidder understands they shall comply with the Mechanic's Training set forth above.***

☐ Please confirm

\*Response required

#### **Compliance Pages for BRUSH CHIPPER\***

Please download the attached Compliance Pages. Complete each compliance line by placing a check mark in the box for yes or no. Once finished, upload the completed document here. If you are taking any exceptions to any of the compliance lines, please list and explain each exception in detail on company letterhead. Please upload the exceptions letter with the completed compliance pages.

- [COMPLIANCE PAGES - BRUSH CH...](#)

\*Response required

#### **ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

#### **Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

☐ Please confirm

\*Response required

#### **Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

☐ Please confirm

\*Response required

## ***MANDATORY EQUAL EMPLOYMENT OPPORTUNITY***

**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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ***AMERICANS WITH DISABILITIES ACT***

### **Equal Opportunity For Individuals With Disabilities**

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## ***MOTOR VEHICLE SPECIFIC SCOPE OF WORK***

### **CONTRACT TERMS**

Contract shall be one (1) year from date of award or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

### **SPECIFICATIONS**

Detailed specifications for this bid are located in the Vendor Questionnaire under the question labeled "Compliance Pages for BRUSH CHIPPER" .

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a contractor(s) who will supply current model year, or newer Motor Vehicles as specified herein.

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

### **MODIFICATIONS & WITHDRAWALS**

Bids may be withdrawn based from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

## **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified. The awards will be made on the basis of a comparison of prices of each vehicle listed with standard equipment plus the cost of optional equipment.

## **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

## **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

## **MANUALS**

Unless otherwise indicated, a minimum of three (3) complete sets of manuals, for each model year, MUST be provided with the first vehicle/equipment delivery as follows (CD/DVD/USB format preferred, if available):

- 1) Operator's Manual
- 2) Parts Book
- 3) Shop Service Manuals including wiring diagrams and trouble shooting guide
- 4) Hydraulic System Manual including parts book and service repair manual (if applicable)

## **TRAINING AND TECHNICAL SUPPORT**

If requested, training shall be provided by the successful bidder for operators and mechanics at a County location with instructional materials as needed.

## **COOLING SYSTEM PROTECTION**

All vehicles furnished must be protected to -20°F (-30°C) with permanent type anti-freeze and summer coolant.

## **AIR CONDITIONING**

All air conditioning shall be factory installed, support system (cooling, electrical, etc.) shall be upgraded in accordance with factory recommendations.

## **FUEL & FLUIDS**

All vehicles will be delivered with a minimum of one-half (½) tank of fuel. All other fluids will be filled in accordance with the manufacturer's recommended levels.

## **STANDARD EQUIPMENT**

These specifications include all standard equipment provided for each vehicle unless specifically upgraded or deleted. In the event options are required, the contractor shall provide upgrading of all support systems affected, in accordance with factory recommendations.

## **DESIGN**

Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes and treated to resist rust, corrosion and wear.

The design of the mechanical member shall be such that the stress imposed through normal shock loads of maximum engine torque, shall not cause rupture or permanent deformation or undue wear on any member.

## **REPAIRS**

All repairs are to be performed at the location the vehicle is stationed or at a service center within the County. All requests for repairs must be responded to within 24 hours.

## **DEMONSTRATION**

Bidder shall be prepared to give, prior to bid award, a complete demonstration of the equipment proposed at a County facility or a mutually agreed to location and time within the State of New Jersey. The equipment so demonstrated shall be complete as offered by the bidder.

## **SERVICE**

Contractor shall be able to service all equipment proposed. The contractor shall maintain a service facility staffed with qualified service personnel and a working inventory of parts.

## **WARRANTY**

All warranty paperwork will be supplied with each unit at the time of delivery and shall be in typed form. The warranty commences with the final inspection and acceptance of the unit by the County. The authorized Dealer's Warranty shall be for a minimum of one (1) year period from date of final inspection and acceptance by the County for parts and labor on chassis, engine, transmission and all optional equipment. The vendor shall furnish for each vehicle delivered, all of the manufacturer's standard warranty against defects in material, workmanship and design in said vehicles. This agreement shall cover all warranty work, minor warranty and service work at the successful bidder's location. When requested by the Director of Vehicle Services, this agreement shall also cover all warranty work, minor warranty and service work at a County facility. The successful bidder will be responsible for vehicle transportation for all warranty repairs and recall work for the complete vehicle and installed equipment during the standard or extended warranty period, when applicable. The vehicle must be picked up within five (5) working days of notification that work is required, and returned to the County within seven (7) working days. Bidder shall have full service facility stocked with parts capable of performing all warranty and non-warranty repairs, to ensure efficient and economic maintenance of the vehicles and to reduce down time. In the case of any unnecessary delays in repairing vehicles with

warranty work because of parts availability or service scheduling, the Director of Vehicle Services shall be notified and, if requested, a replacement vehicle shall be provided.

### **DESCRIPTIVE LITERATURE AND TECHNICAL SPECIFICATIONS**

Bidders are encouraged to submit descriptive literature and technical specifications with their bid. If not submitted with the bid, the County reserves the right to request this information, prior to contract award.

### **USE OF OTHER NAMES AND REFERENCES**

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

### **MODEL INFORMATION REQUIRED**

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent". The vehicles, equipment and accessories shall be new. The bidder shall specify the specific model being bid in each class or type of vehicle.

### **ROLL-OVER MODEL YEAR**

The County will consider any request for a contract roll-over to the next model year after the passing of the vehicle manufacturer's cut-off date, at the same contract pricing, specifications, terms and conditions or better. If a roll-over is agreed upon between the awarded bidder and Vehicle Services Director and approved by the Purchasing Agent, the contract affected by the roll-over will be amended to the newest model year information.

### **CUT-OFF DATES FOR MODEL YEAR SPECIFIED**

The bidder shall notify the County of Ocean Purchasing Department, c/o Jennifer Bowens, Purchasing Agent, P.O. Box 2191, Toms River, NJ 08754 in writing or by fax (732-288-7636) no less than thirty days prior to the factory cut-off date for any vehicle under contract. Successful bidder MUST provide written proof from manufacturer of factory cut-off dates and MUST confirm receipt of same by the County of Ocean Purchasing Department.

### **COMPLIANCE TO MINIMUM BID REQUIREMENTS EQUIVALENT PROPOSALS**

It is the intent of these specifications to describe and govern the purchase of new and unused motor vehicles equipment with any and all accessories as noted herein. The units shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor. All bidders must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal", he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that

which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

### **KEYS**

A minimum of six (6) sets of keys are required with each vehicle and piece of equipment ordered. This is a minimum requirement: if additional sets are required, it will be indicated in the detailed specification section.

### **BID PROPOSAL PRICE INCLUSIONS**

The price quoted shall include all options specified and all transportation charges fully prepaid to Ocean County Department of Vehicle Services, Chestnut Street, Toms River, New Jersey.

### **FLEET NUMBER**

For Ford Vendors: The County of Ocean Fleet number is QB504.

### **PRE-BUILD**

A detailed vehicle production plan must be provided and approved prior to the start of any upfitting. The production plan detail must include exact mounting locations and configurations for all components.

### **TITLES**

Each vehicle must be delivered with a New Jersey motor vehicle new vehicle inspection sticker in place as prescribed by law. Each vehicle must also be delivered with a New Jersey Motor Vehicle Commission title, registration, and plates. (Temporary plates are not acceptable) Deliver with title issued as follows: 610 234 000 08754 0 Ocean, County of PO Box 2191, Admin. Bldg. Toms River, NJ 08754

### **DELIVER WITH TITLE NOT CERTIFICATION OF ORIGIN**

Notwithstanding the delivery of the title, the County reserves the right to inspect the vehicles and reject them if non-conforming to the specifications.

### **DELIVERY REQUIREMENTS**

Please be advised that when delivering vehicles and/or equipment to the County of Ocean the following procedure must be strictly adhered to:

1. Three (3) days prior to delivery, the successful contractor is required to contact Vehicle Services at (732) 349-4579 and speak with one of the service writers for an approved delivery date.
2. Two (2) days prior to the vehicle delivery the successful bidder will provide via Electronic Delivery (E-mail) a completed and accurate Vehicle Data Sheet and Parts Listing Sheet in a Word Document format for each vehicle being delivered.
3. The successful bidder will have a representative available, and if requested, present during the

check-in process.

4. ALL manuals and related materials, as requested in the specifications, MUST be presented to appropriate County personnel at time of delivery of said vehicles /equipment.

5. ALL parts, if requested in the specifications (i.e. belts, filters, hoses, etc.), MUST be presented at time of delivery.

6. The successful contractor shall provide, upon delivery, a list of all supplies (filters, hoses, belts, etc.) needed for the periodic maintenance for the first year. This list shall be complete with part numbers.

7. The successful contractor shall provide, upon delivery, an "As Built" list of all installed equipment and part numbers to cover the vehicle chassis and body.

8. The successful contractor will also be responsible to fill out any and all paperwork needed by the County prior to vehicle delivery. This will assure proper data entry of each vehicle to aide in any future warranty issues.

9. A letter of assurance, on the awarded bidder's company letter head, shall accompany each delivered vehicle, certifying that the vehicle meets or exceeds all specifications as ordered on the Purchase Order.

10. The vehicles furnished shall comply with all safety laws, rules and regulations of the State of New Jersey and with standards for automotive vehicles. A DOT (Department of Transportation) Safety Kit shall be delivered with each vehicle purchased and include a First Aid Kit, Fire Extinguisher, and Safety Triangles.

11. The vehicles, equipment and accessories shall be new and ready for immediate use upon delivery, all service and make-ready having been done prior to delivery. Any vehicle not in such condition will be rejected. All vehicles are to be delivered to the Ocean County Department of Vehicle Services, Chestnut Street, Toms River, New Jersey.

12. No advertising shall appear on any vehicle delivered under the terms of the contract. Further, the contractor will not affix the dealer name to the vehicle. Vehicles delivered to final destinations with dealer's advertising will be rejected.

13. No Vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the units, which include the vehicle title, warranty, odometer/engine hour statement (if applicable), specified manuals, any line set tickets, invoice and keys sets. No unit will be considered accepted until it has undergone final inspection.

14. All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench or the like, shall be provided, installed, by the contractor prior to delivery.

### **DELIVERY INSPECTIONS**

Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each vehicle. The vehicle must conform to the manufacturer's "new vehicle prep" procedures, if any. The contractor will be required to submit a copy of any "new vehicle prep" procedures upon delivery of the vehicle. Each vehicle presented for inspection shall be accompanied by an inspection package including, but not limited to the following: purchase order, line set sheet

(when available) and dealer's pre-inspection prep checklist. The checklist will list the responsible prep mechanic and acknowledge that the vehicle conforms to delivery specifications and that all added equipment and accessories have been properly installed.

Reasons for rejection of units include, but are not limited to:

1. Grinding noise in the wheels (wheel bearings).
2. Improperly aligned wheels.
3. Damaged rims.
4. Any spare tire-rim not mounted on vehicle.
5. Leakage of oil.
6. Transmission leaking fluid at transmission cooler lines or transmission seals.
7. Leakage at rear end.
8. Leaking at radiator.
9. Fuel Leaks.
10. Restrictions in fuel system.
11. Leakage in any part of the exhaust system.
12. Excessively noisy brakes or excessive brake pedal travel.
13. Oil pan damage.
14. Inoperative windshield wipers.
15. Windshield washer not functioning properly.
16. Windshield washer bottle leaking.
17. Transmission malfunctions.
18. Lack of grease fittings in ball joints, U-joints, etc. if factory standard.
19. Horn blowing while driving or inoperative.
20. Gauges or dials missing/malfunctioning.
21. Vehicle pulls to one side.
22. Seatbelts not operating properly.
23. Keys not working properly.
24. Door locks inoperative.
25. Oil dipstick missing or rust on dipstick.
26. Appropriate new vehicle inspection sticker not furnished on windshield.
27. Lights – running, turn, backup, brake, side indicators, and indicator lights not working properly.
28. Lenses missing on interior/exterior light or water in lenses.

- 29. Any manufacturing deficiencies which permit water leakage into passenger compartment.
- 30. Windows not operating properly.
- 31. Vehicle not properly prepped in accordance with the manufacturer's pre-delivery specifications.
- 32. Vehicle not configured with all equipment and items specified in the contract/purchase order.
- 33. Body dents, scratches and other defects.
- 34. Body paint defects.
- 35. Water leak through roof.
- 36. Any defects in equipment installation.
- 37. Electrical system problem.
- 38. Any defects in after-market components, such as truck body, snow plow, aerial platform, generator, winch, crane and lift-gate.
- 39. Improperly run wiring and hoses along the chassis.

Inspected units which do not comply with these or other requirements will be rejected. If a vehicle has been rejected, the contractor will be notified and the notification will indicate the reason for rejection. All rejected units will be corrected and the corrected unit(s) will be presented for re-inspection within seven (7) working days. The ordering Department may cancel the purchase order if the contractor fails to correct any problem, without incurring any cost or fee.

## ***PRICING PROPOSAL***

## BRUSH CHIPPER

| Line Item | Description  | Quantity | Unit of Measure | Unit Cost | Total Cost | Comments: |
|-----------|--|----------|-----------------|-----------|------------|-----------|
| 1         | MODEL YEAR 2023, OR NEWER, MORBARK EEEGER BEEVER 2131TA JOHN DEERE BRUSH CHIPPER, AS SPECIFIED, OR EQUAL | 2        | EA              |           |            |           |
| OPTIONS   |  |          |                 |           |            |           |
| 1A        | Engine Upgrade, as specified, or equal   | 2        | EA              |           |            |           |
| 1B        | Set of Chocks and Chock Holders, as specified, or equal  | 2        | EA              |           |            |           |
| 1C        | Hydraulic Rear Stabilizers, as specified, or equal   | 2        | EA              |           |            |           |
| 1D        | Winch Package, as specified, or equal  | 2        | EA              |           |            |           |
| TOTAL     |  |          |                 |           |            |           |

**ITEM #1 - MODEL YEAR 2023, OR NEWER, MORBARK EGER BEEVER 2131TA BRUSH CHIPPER, AS SPECIFIED, OR EQUAL**

*Please enter the below information about the model of vehicle your company will be providing*

**Manufacturer:** Click or tap here to enter text.

**Warranty:** Click or tap here to enter text.

**Delivery, A.R.O.:** Click or tap here to enter text.

**Remarks:** Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**ITEM #1 - MODEL YEAR 2023, OR NEWER, MORBARK EGER BEEVER 2131TA BRUSH CHIPPER, AS SPECIFIED, OR EQUAL (CONT'D)**

|   | <b><u>COMPLIANCE</u></b> |                          |
|---|--------------------------|--------------------------|
|   | <b><u>YES</u></b>        | <b><u>NO</u></b>         |
| <b>STANDARD UNIT</b>  |                          |                          |
| TANDEM AXLE Suspension (2) 8,000 lb Torsion Axles (2) 3,628.7 kg Torsion Axles  | <input type="checkbox"/> | <input type="checkbox"/> |
| Height 8'11" 2.72 m   | <input type="checkbox"/> | <input type="checkbox"/> |
| Width 8' 2.44 m   | <input type="checkbox"/> | <input type="checkbox"/> |
| Length 21'8" 6.6 m  | <input type="checkbox"/> | <input type="checkbox"/> |
| Gross weight (Approximate) 12,900 lb–15,000 lb 5,851–6,803.9 kg   | <input type="checkbox"/> | <input type="checkbox"/> |
| 16,000 lb. Torsion tandem axles, electric brakes, break-away actuator   | <input type="checkbox"/> | <input type="checkbox"/> |
| Four (4) dual-edged knife staggered pocket drum with removable knife holders  | <input type="checkbox"/> | <input type="checkbox"/> |
| Dual sided chambered air impeller system and controllable air flow vents  | <input type="checkbox"/> | <input type="checkbox"/> |
| 60-gallon lockable fuel tank with drain plug, electronic fuel gauge and shut-off valve  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6" x 2" tubular steel frame with cross bracing for additional structural rigidity   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6" x 4" tubular steel telescoping drawbar with (2) 12" extensions   | <input type="checkbox"/> | <input type="checkbox"/> |
| Adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>ENGINE/ENGINE COMPONENTS</b>   |                          |                          |
| Caterpillar C4.4, 174-HP, Tier 4F diesel engine with over center clutch and block heater in lieu of standard  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>HYDRAULICS</b>   |                          |                          |
| Live hydraulic system including:  |                          |                          |
| <ul style="list-style-type: none"> <li>• Ball valve</li> <li>• Pump</li> <li>• Motor</li> <li>• Valve bank with additional valve section for installation of winch package</li> </ul>                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Hydraulic swivel discharge with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper   | <input type="checkbox"/> | <input type="checkbox"/> |
| Variable Force™, or equal, constant hydraulic down pressure system with additional manually applied hydraulic down pressure at the valve handle and direct drive bottom feed wheel with box mount coupler | <input type="checkbox"/> | <input type="checkbox"/> |
| Hydraulic front stabilizer  | <input type="checkbox"/> | <input type="checkbox"/> |
| 41-gallon lockable hydraulic reservoir with sight gauge, drain plug, hydraulic oil cooler and clean-out cover   | <input type="checkbox"/> | <input type="checkbox"/> |

**ITEM #1 - MODEL YEAR 2023, OR NEWER, MORBARK EGER BEEVER 2131TA BRUSH CHIPPER, AS SPECIFIED, OR EQUAL (CONT'D)**

|  | <b><u>COMPLIANCE</u></b> |                          |
|--|--------------------------|--------------------------|
|  | <b><u>YES</u></b>        | <b><u>NO</u></b>         |
| <b>FEED SYSTEM</b>   |                          |                          |
| Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables   | <input type="checkbox"/> | <input type="checkbox"/> |
| Dual horizontal feed wheels with TorqMax™, or equal, top feed wheel compression system, hydraulic lift assist  | <input type="checkbox"/> | <input type="checkbox"/> |
| Reversing automatic feed system  | <input type="checkbox"/> | <input type="checkbox"/> |
| Infeed opening (height x width) 36" x 59" 91.4 cm x 149.9 cm   | <input type="checkbox"/> | <input type="checkbox"/> |
| Throat opening (height x width) 20.5" x 31" 52.1 x 78.7 cm   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>TIRES</b>   |                          |                          |
| 245/70R x 17.5", 16-ply radial tires and hexagon splash guard fenders  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>ELECTRICAL</b>  |                          |                          |
| Lockable steel combination tool and battery box compartment with 8D, 1400 CCA battery  | <input type="checkbox"/> | <input type="checkbox"/> |
| Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights, and license plate holder with light  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>FINISH</b>  |                          |                          |
| Morbark orange urethane paint system   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>ACCESSORIES TO BE INCLUDED</b>  |                          |                          |
| Registration and operator guide holder   | <input type="checkbox"/> | <input type="checkbox"/> |
| Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork. | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>OPTIONS</b>   |                          |                          |
| <b><u>1A. Engine Upgrade</u></b>   |                          |                          |
| John Deere 6068HFC08, 250-HP, Tier 4F diesel engine with over center clutch and block heater; this option is in lieu of standard engine components   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b><u>1B. Set of Chocks and Chock Holders</u></b>  |                          |                          |
| (Complete set of two (2))  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b><u>1C. Hydraulic Rear Stabilizers</u></b>   |                          |                          |
| (right hand and left hand)   | <input type="checkbox"/> | <input type="checkbox"/> |

**ITEM #1 - MODEL YEAR 2023, OR NEWER, MORBARK EGER BEEVER 2131TA BRUSH CHIPPER, AS SPECIFIED, OR EQUAL (CONT'D)**

|  | <b><u>COMPLIANCE</u></b> |                          |
|--|--------------------------|--------------------------|
|  | <b><u>YES</u></b>        | <b><u>NO</u></b>         |
| <b>OPTIONS (Cont'd)</b>  |                          |                          |
| <b>1D. <u>Winch Package</u></b>  |                          |                          |
| Heavy-duty, 5000 lb. pull capacity with rope, 10' chafe guard and interlock device | <input type="checkbox"/> | <input type="checkbox"/> |