



**Mayor Jack Killion**

**Deputy Mayor Betsy McBride**

**John Figueroa, Township Committeeman**

**Bill Orth, Township Committeeman**

**Rick Taylor, Township Committeeman**

**John Kneib, Administrator**

**Ron Crane, Chief Financial Officer**

**Adrian Casey, Purchasing Agent**

**TOWNSHIP OF PENNSAUKEN  
5605 NORTH CRESCENT BOULEVARD  
PENNSAUKEN, NJ 08110**

**Bid Packet 18-04**

## **Bid Specifications for:**

**LEASING SEVENTY-FOUR (74) ELECTRIC POWERED GOLF CARTS &  
FOUR (4) ELECTRIC POWERED UTILITY VEHICLES FOR THE TERM  
48 MONTHS WITH \$1 BUYOUT**

**NOTICE TO BIDDERS**  
TOWNSHIP OF PENNSAUKEN  
CAMDEN COUNTY, NEW JERSEY

Notice is hereby given that sealed bids be addressed to Adrian Casey, Purchasing Agent; Township Purchasing Department and shall be clearly marked on the outside: **Bid Packet #18-04 LEASING SEVENTY-FOUR (74) ELECTRIC POWERED GOLF CARTS & FOUR (4) ELECTRIC POWERED UTILITY VEHICLES FOR THE TERM OF 48 MONTHS WITH \$1 BUYOUT.** The bids will be opened and publicly read at the Municipal Building, 5605 North Crescent Blvd., Pennsauken, New Jersey on **Thursday, February 22, 2018 at 10:30 A.M.** prevailing time.

Specifications and Proposal forms are on file in the office of the Township Clerk and may be obtained during regular hours from 8:30 am and 4:30 pm Monday through Friday. Cost is \$20.00 (\$25.00 if mailed) and is non-refundable. They may also be downloaded from the Township's website **free of charge.** [www.twp.pennsauken.nj.us](http://www.twp.pennsauken.nj.us) A proposal form which is included with the specifications is to be completed and returned with the bid.

Pursuant to N.J.S.A 40A:11-23c, Addenda may be issued for the bids. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement. If bidders obtain a bid from the website, it is their responsibility to check the website and purchasing department prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Website or will be faxed or sent via U.S. Mail to all registered vendors, bidders who pick up bid specifications from the Municipal Building or receive specifications from the Municipal Building or receive specifications by mail will automatically receive copies of addenda. A proposal form which is included with the specifications is to be completed and returned with the bid.

The TOWNSHIP OF PENNSAUKEN shall have sixty days (60) within which to accept or reject bids. Submitted bidders shall be required to keep their bids open for that period of time and agree that they will not withdraw or reverse their prices therein. The signed proposal forms must be delivered to the place on or before the hour named above. Bidders name, address and bid packet number must appear on the outside of a sealed envelope. The right is reserved to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Township Committee makes the most advantageous bid and to waive such informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. By order of the Township Committee of the Township of Pennsauken, in the County of Camden and the State of New Jersey.

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Adrian Casey, Purchasing Agent

DATED: February 9, 2018

## **INSTRUCTIONS TO BIDDERS**

### 1. All Bids:

- *WILL BE OPENED PUBLICLY IN THE PENNSAUKEN MUNICIPAL BUILDING, PUBLIC MEETING ROOM, 5605 N. CRESCENT BLVD. PENNSAUKEN, NJ AT 10:30 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.*
- **MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING ON THE OUTSIDE.**
- WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE PURCHASING AGENT AT THE TIME THE BIDS ARE CALLED FOR.
- WHICH ARE TO BE MAILED, SHALL BE MAILED TO:

TOWNSHIP OF PENNSAUKEN  
5605 N CRESENT BLVD.  
PENNSAUKEN, NJ 08110  
**ATTN: ADRIAN CASEY, PURCHASING AGENT**

AND MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED

- THE TOWNSHIP SHALL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS

### 2. Bidders must complete and sign all procedural documents included with the bid package:

- NON-COLLUSION AFFIDAVIT
- AFFIRMATIVE ACTION QUESTIONNAIRE
- SIGNATURE PAGE
- STATEMENT OF OWNERSHIP (CHAPTER 33 OF THE LAWS OF 1977)
- ACKNOWLEDGEMNT OF RECIPET OF ADDENDA OR REVISIONS (If issued)
- PRICE SCHEDULE
- ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS

*Failure to do so will be cause for rejection. Each bid must be signed in ink or ballpoint pen by person authorized to do so. (Black ink preferred)*

3. The Township reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township to do so.

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

5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of Pennsauken 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 Township of Pennsauken 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.

6. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and 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 no less than \$500,000.

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 shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

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

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of Pennsauken and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
8. Bidders must use the proposal form furnished by the Township when submitting their bid.
11. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.
12. 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 contract F.O.B. destination and placement at locations specified by the Township. 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.
13. Payments will be made upon approval of vouchers submitted by the successful bidders in accordance with the requirements of the Township of Pennsauken and subject to the Township of Pennsauken Committee's customary procedures.
14. All Bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful bidder(s) failing to meet the delivery date specified incur the risk of cancellation of contract.
15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
16. Award will be made by Township of Pennsauken within sixty (60) days after receipt of bids.
17. Prevailing Wage & Labor Laws: The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provision of the State Labor Laws must be complied with by the successful bidder, if applicable.
18. Equal or Tie Bids: The Township of Pennsauken reserves the right to award at their discretion to any one of the tie bidders.
19. The Township of Pennsauken is exempt from and State sales tax or Federal excise tax.

20. 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.
21. The Township of Pennsauken shall award contract on a **LUMP SUM BASIS** to the lowest responsible and responsive bidder.
22. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.
25. All items bid shall be inspected by a representative of the requisitioning department upon delivery to ascertain compliance with the specifications. Items not in compliance with the specification shall be rejected, and the bidder shall comply with the specification or the Township shall take remedial measures to assure compliance.
26. The bid is irrevocable by the subscriber, or his, their or its personal or legal representatives. Said bid and award thereunder is made to the subscriber by the Township of Pennsauken and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.
27. Assignment to any third party of any moneys due or to brow due the bidder or any contract based on this bid is prohibited and will not be recognized by the Township.
28. The contractor shall not transfer or sublet any portion of the work covered by these specifications without the written consent of the Township of Pennsauken.
29. The parties to any Township contract resulting from this bid do hereby agree that the provisions N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of such contract and are binding upon them.
30. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
31. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township Purchasing Agent's decision shall be final and conclusive.
32. A written request for the withdrawal of a bid, or any party thereof, will be granted if the request is received by the Township Purchasing Agent prior to the specified time of the bid opening.
33. All equipment purchased by the Township of Pennsauken shall be nonproprietary.

34. **Safety:** The Contractor hereby covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence to happenings, accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and be responsible for any indemnity and save harmless the Township of Pennsauken, its officers, agent, servants and employees from payment of all sums of money by reason of all or any such happenings, accidents, injuries, damaged, hurt to person or property that may happen or occur upon or about such work, and all fines, penalties and loss incurred for or by reason of violations or any Federal, State, County, or Township ordinance or regulations while said work is in progress.

35. **Oral Instructions:** Neither the Township of Pennsauken or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

36. **Public Works Contractor Registration Act**

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 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 prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.
- Contractors are encouraged to submit their and all named contractors’ Public Works Contractor Registration Certificates with the bid.

37. This agreement shall not be assigned without the written consent of the Township of Pennsauken.

38. **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.

The successful bidder will be required to show compliance with the requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

**39. Special Surety Bid Requirements for Certain Construction Projects (if applicable)**

The attention of the bidder is called to the provisions of P.L. 1995 Chapter 384 enacted on January 10, 1996 which requires that the Township of Pennsauken shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

40. N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

**41. Pay to Play Requirements:** The Vendor/contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Commission ("ELEC") pursuant to N.J.S.A. 19:44a-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on the requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

**42. Termination for Convenience:** The Township may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The Township shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.



**43. Termination of default:** When the Contractor has not performed nor has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the Township. Failure on the part of a contract to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any costs incurred by the Contractor up to the date of termination.

Termination of either type shall be completed by giving five (5) days' notice in writing to the other party of its intentions to do so with the terms and conditions of the agreement. In the event the Township cancels the contract, the Contractor shall only be entitled to payments for work properly performed or completed.

**44. Multiple bids not allowed:** No bidder shall be allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name, this will be cause for automatic rejection of your bid.

**45. Certification of Non-Involvement in Prohibited Activities in Iran.** Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, 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 bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

**45.** For further information regarding the specifications contact: Adrian Casey, Qualified Purchasing Agent, at (856) 665-1000 Ext. 161.

# Technical Specifications

## **SPECIFICATIONS FOR LEASING ELECTRIC GOLF CARTS WITH \$1 BUYOUT**

### **Brand Names and/or Product Descriptions**

Brand names and/or descriptions used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items shall be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered are to be fully explained by the bidder in an attached letter that shall be submitted with the bid proposal. In the absence of any changes by the bidder, it will be presumed and required that materials, as described in these specifications, be delivered.

### **Intent**

It is the intent of these specifications to describe a fully quipped Electric Powered Golf Cart ready to run and conforming to all current state and federal safety requirements. Any equipment not described in these specifications and necessary to meet these requirements shall be included in the bid price and outlined on an attached sheet.

Bids on equipment differing in minor details from these specifications will be considered, providing the equipment is determined by the Township to be in compliance in all essential respects with the specifications and shall have operating characteristics equal to or superior to equipment meeting the specifications fully.

### **General Requirements**

1. Bidder will lease seventy-four (74) electric powered golf carts & four (4) electric powered utility vehicles each year for a four (4) year period with a \$1 buyout for each vehicle at the end of the term of the lease. The Township at its option can add from time to time additional golf carts as the operation the Pennsauken Country Club dictates.
2. The bidder with respect to the repair, maintenance and servicing of said golf carts and utility vehicles shall agree in said bid to perform the following:
  - a. To maintain all Golf Carts and Utility Vehicles in an A-1 operating condition, and to furnish weekly examination of the cars by a qualified mechanic.
  - b. Said weekly examination shall be held midweek for the weekend use thereof.
  - c. All necessary replacement of parts and repairs will be made at the expense of the bidder, and upon receipt of verbal notice of a breakdown or failure of any car, the said bidder will take necessary action to restore the car to A-1 operating condition.

3. The bidder shall agree if any car is inoperable after 24 hours from telephone notice from the Township, the bidder will forfeit as a penalty, the full rental charge per round for each day, or part thereof. Bidder shall have the option to repair or replace the inoperable golf cart. Replacement carts must be equal to leased equipment.
4. The lease proposal will include an electric charger for each golf cart in the cost of the lease. Included charges will be of the latest standard equal.

Charger Specifications:

Fully Automatic Compensation
Two chargers may be run from one dual wall socket with a 20 amp breaker
Charge time: 11 hours to fully charge golf cars with 75% discharge

They shall be fully automatic with automatic shutoff when the batteries are fully charged (equipped to prevent overcharging or undercharging). They will provide ample power to fully charge the batteries overnight for the cars to run for a minimum of 36 holes before recharging is required.

5. The bidder agrees to indemnify and save harmless the Township, its Officers, Agents and Servants, and each and every one of them, against and from all suits and cost of every name and description, and from all damages to which the said Township or any of its Officers, Agents, or Servants may be put reason of injury to the person or property of others resulting from the carelessness or defective machinery, implements or appliances used by the said bidder in the undertaking of the activities conducted by virtue of this agreement or through any act or omission on the part of said bidder or its agent.
6. Replacement or additional keys for the electric powered carts shall be provided by the bidder upon request by the Township at no additional charge.
7. Such other conditions as the bidder may deem necessary to impose upon the Township of Pennsauken i.e. responsibility of the Township with respect to maintenance other than that performed by the bidder as set forth in this specification, shall be explicitly stated with the bid proposal
8. Golf carts to be equipped with durable consecutive number I.D. decals, both sides, minimum 6-inch diameter. (Proof and number sequence to be approved by the appropriate Township Official)
9. Equipment must be 2018 or newer, all of the same model, color and manufacturer and of the latest standards. Those items not mentioned in this specification which may be factory standard shall be included.
10. The Township reserves the right to request a sample golf cart from each bidder for the purposes of evaluation.

11. The bidder shall not assign his/her rights.

**Warranty**

Each unit shall be complete with all specified accessories. The bidder shall warrant that the units furnished under this proposal conform to the bid requirements and are free from any defect of equipment or workmanship. The bidder shall remedy at his/her own expense any such defect during the four (4) year contract period.

**Service/Operator Manuals**

The vendor shall supply two operator's manuals, two parts and service manuals, and two all shop manuals, at time of delivery.

**Materials**

All equipment furnished and the parts thereof shall be of the manufacturers latest listed for the supplied models which meet all the applicable requirements of the specifications.

All design, workmanship and materials shall in every respect be in accordance with the best current practice in the industry. All materials used shall be new unless otherwise specified. All design, workmanship and materials shall be at all times and all places subject to the inspection of the purchaser. Should the materials fail to meet approval, they shall forthwith be made good, replaced and/or corrected, by the vendor at vendor's expense.

**Delivery and Inspection**

Units shall be complete and operational at time of delivery, and shall be accepted subject to the inspection and approval of the Department Head of the Pennsauken Country Club or his designee.

**EQUIPMENT SHALL BE DELIVERED TO:**

Pennsauken Country Club  
3800 Haddonfield Road  
Pennsauken, NJ 08109

**Award**

Award of this contract will be made on a Lump Sum Basis to the lowest responsible bidder for yearly leasing with \$1 buyout of 74 Electric Powered Golf Carts and 4 Electric Powered Utility Vehicles. Should the lowest responsible bidder be above budget appropriation, the Township reserves the right to reject all bids, or amend the contract amount by reducing the number of cars and extending at the stated Yearly Unit Price. The reputation of the bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered in determining the Bidder's responsibility when making the award.

Bidder shall enclose complete specification and descriptive literature of manufacturer and model of equipment as listed on the Proposal Form page.

**Payment**

Payment shall be made to the successful bidder according to the following schedule:

2018 May 1, 2018- December 31, 2018

2019 January 1, 2019-December 31, 2019

2020 January 1, 2020-December 31, 2020

2021 January 1, 2021-December 31, 2021

2022 January 1, 2022- April 30, 2022

\$1 buyout for each cart

Contractor must submit an invoice and signed purchase order prior to payment being released.

**Term of the Contract**

The contract period shall be from May 1, 2018 or date of execution whichever comes first, through April 30, 2022 unless sooner revoked by the Township for noncompliance with its provisions, or if the funds for the contract are exhausted prior to April 30, 2022. If the funds are exhausted, the Township reserves the right of renewing this agreement until April 30, 2022, if the same prices prevail and under the same terms and conditions. The contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract. The Township reserves the right to extend or not extend at any anniversary date of the contract for the first thirty days of any option period. If the Township chooses to exercise this option; it will give the Contractor written notice of its intent at least sixty days prior to the end of the contract period.

**Trade In**

The following equipment is to be taken and credit applied toward the lump sum bid and proportioned through the 48-month lease payment (s) with \$1 buyout:

The Township of Pennsauken will be trading in seventy-four (74) 2013 Yamaha Model 2013TBRE golf carts and four (4) 2013 Yamaha Model YT2E Adventure II utility carts.

You may inspect trade-in golf carts by appointment only. Schedule inspection via [acasey@twp.pennsauken.nj.us](mailto:acasey@twp.pennsauken.nj.us).

## SPECIFICATION FOR LEASING GOLF CARTS

### DIMENSIONS

Overall Length	<b>93.6"</b>
Overall Width	<b>47.3"</b>
Overall Height (with suntop)	<b>70.2"</b>
Wheelbase	<b>64.4"</b>
Weight (without batteries)	<b>600 lbs to 650lbs</b>

### PERFORMANCE

Speed	12 MPH to 15 MPH
Turning	9.2' turning radius
Seating Capacity	2 persons
Load Capacity	750 + lbs
Directional Control	Forward, Neutral, Reverse Lever or switch
Brakes	Dual rear wheel self-adjusting drum brakes, parking/hill brake with automatic release
Removable key for each cart	
Reverse warning indicator	

### Chassis

Frame	Welded high strength tubular steel
Body	Molded plastic/thermoplastic
Color	To be chosen upon award of contract
Tires	18x8.5-8 (4 ply rating)
Suspension Front & Rear	Fully independent automotive style strut suspension with coil springs over hydraulic shock absorbers
Body Protection	Bumpers: front, rear, and sides, rubber molding on edges
Seat	Vinyl covered bench seat
Steering	Rack and Pinion

### Drive System

Motor	48-volt High efficiency
Batteries	Six (6) Trojan T875 batteries or equal with hydrolink watering system or equal

**Batteries shall have a four (4) year warranty with a discharge test to be performed and included at the end of the 48-month term. Those batteries that do not pass the required load test shall be replaced with an appropriately charged used battery. The battery will be installed by Township of Pennsauken.**

## Required Equipment

Bag Rack	Stand up with straps to handle two (2) bags
Dual Drink Holders	
Sweater basket	
Steering Wheel	Include score card holder, pencil holder
Spare Tires	Six (6) spare tires on rims to be on hand at all times- repair of flat tires are the responsibility of the bidder
Sun Canopy/Sun Top	
Club Cover	Black in color with "Pennsauken Country Club" stitched on each cover
Wheel Cover	
Dual Divot Mix/sand bottles	One on each side of cart
Windshield	Clear split/mid folding
Two (2) USB ports per cart	



## SPECIFICATION FOR LEASING UTILITY VEHICLES

### Body & Chassis

Frame	Welded steel with powder coat
Front Body & Finish	Injection- Molded TPO
Rear Body & Finish	Steel base coat/ clear coat

### Dimensions

Overall Length	115"
Overall Width	48.9"
Overall Height (No roof)	47.2"
Overall Height (with roof)	75.75"
Wheelbase	75.5"
Front Wheel Tread	39"
Rear Wheel Tread	38.6"
Minimum ground clearance	4.2"
Carbo Bed Capacity	800 lbs.
Cargo Box Material	Roto-molded polyethylene
Cargo Bed Width	48.9"
Cargo Bed Length	47.5"
Carbo Box Height	14"

### Performance

Seating Capacity	2 persons
Towing Capacity	Rolling weight: 1000 lbs Towing Weight: 150 lbs
Turning radius	10.8'
Forward ground speed	19 mph
Reverse ground speed	6 mph

### Steering & Suspension

Steering	Self-compensating rack and pinion
Front Suspension	Independent automotive style strut suspension
Rear Suspension	Coil springs with hydraulic shock absorbers
Service Brake	Four wheel drum brake
Front Tires	18 x 8.5-8 (4 ply rating)
Rear Tires	18 x 8.5-8 (6 ply rating)

**Drive System**

Motor	48 Volt AC
Batteries	Eight (8) Trojan T105 Batteries or equal with hydrolink watering system or equal

**Batteries shall have a four (4) year warranty with a discharge test to be performed and included at the end of the 48-month term. Those batteries that do not pass the required load test shall be replaced with an appropriately charged used battery. The battery will be installed by Township of Pennsauken.**

**BID DOCUMENT CHECKLIST**  
**Bid Packet 18-04 Golf Cart Lease**

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<b>(A)</b>	Failure to submit any of these items is <b>MANDATORY</b> cause for rejection	
<input checked="" type="checkbox"/>	Complete and Sign Proposal Page(s) Original Signatures	
<input checked="" type="checkbox"/>	Statement of Ownership (Chapter 33 of Laws of 1977)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda or Revisions ( if issued)	
<b>(B)</b>	Mandatory Item(s) required prior to award of Contract	
<input checked="" type="checkbox"/>	Copy of New Jersey Business Registration Certificate for bidder	
<b>(C)</b>	Failure to submit any of these items at time of bid <b>MAY</b> be cause for rejection	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Questionnaire	
<input checked="" type="checkbox"/>	Deviations from Specifications, if applicable, attached in letter form	

**THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.**

**PRINT NAME OF BIDDER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME & TITLE:** \_\_\_\_\_

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

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.**

## PROPOSAL FORM

Date \_\_\_\_\_

The undersigned, having read the Notice to Bidders, Invitation to Bid, Instructions to Bidders, and Specifications attached hereto, hereby agrees to provide the services, as outlined in this specification, as follows:

QTY	Description	Unit Price Per Year	Total Cost Per Year	X 4 years	Total Amount Bid
74	Electric Golf Cart with Charger with Sun Canopy/Sun Top	\$	\$	X 4	\$
4	Electric Powered Utility Carts	\$	\$	X 4	\$
<b>Total Lump Sum Bid</b>					\$

### TRADE IN OF CARTS

QTY	Description	Trade-In Per Cart		Total Amount Trade In
74	2013 Yamaha Model 2013TBRE	\$	X 74	\$
4	2013 Yamaha Model YT2E Adventure II	\$	X 4	\$
<b>Total Lump Sum Trade In</b>				\$

Partnership

The undersigned is a Corporation under the laws of the State of \_\_\_\_\_

Individual

Having Principal Offices at: \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Person/Title \_\_\_\_\_ Firm or Corporation

By: \_\_\_\_\_  
Signature

Street Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**BIDDERS MUST COMPLETE AND SIGN ALL PAGES  
OR BID SHALL BE REJECTED**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

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.

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (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 \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

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 \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal (name of contracting unit) 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 \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_

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

\_\_\_\_\_  
Notary public of  
My Commission expires \_\_\_\_\_  
(Seal)

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Township of Pennsauken (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner'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 the Agreement or otherwise at law.

**TOWNSHIP OF PENNSAUKEN**

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

**PROJECT ENTITLED:** \_\_\_\_\_

Acknowledgement is hereby made of the receipt of Addendum No. \_\_\_\_\_ containing information for the above referenced project.

**BIDDER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

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

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

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

**NOTE:**

**WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGEMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

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

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 a detailed, 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.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.


Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 Acting Director
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533