BID DOCUMENTS

FOR

PURCHASE OF (2) VEHICLES

BY THE

BOARD OF FIRE COMMISSIONERS

FIRE DISTRICT NO. 2

TOWNSHIP OF TOMS RIVER

COUNTY OF OCEAN, STATE OF NEW JERSEY

NOTICE TO BIDDERS

 PUBLIC NOTICE is hereby given that sealed bids will be received by the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean relative to the purchase of a Sport Utility Vehicles. Said bids shall be called for and shall be received, opened and read in public at the Silverton Vol. Firehouse, 15 Kettle Creek Road, Toms River at 7:30 p.m., prevailing time, on May 1, 2024.

 All bids shall be hand delivered at the time and place stated for the receipt of bids. No bid shall be delivered or accepted after the date and hour as designated herein.

 All bids shall be accompanied by security in the form of a certified or cashiers' check or bid bond made payable to the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, in the amount of 10% of the bid, but not to exceed $20,000, which security shall be considered a guarantee that the bidder will, if awarded a contract by the Commissioners, enter into said contract and furnish any performance bond or other security required as a guarantee or indemnification. In addition, each bid shall be accompanied by a letter from a bonding company authorized and licensed to do business under the laws of the State of New Jersey, stating that the company shall furnish a performance bond in the amount of 100% of the said bid if said bidder is awarded a contract by the Commissioners.

 The appropriate resolution, instructions to bidders, detailed specifications, proposal and other appropriate bid documentation relative to the aforesaid project are on file and may be obtained upon written or verbal request from the Commissioners' office, 257 Warner Street, Toms River, New Jersey 08755 (732-363-2245), during normal business hours 8am to 4 pm.

 Bids shall be enclosed in a sealed envelope with the name and address of the bidder set forth on the outside thereof. Said envelope shall denote "Sport Utility Vehicles—” or similar legend on the outside and shall be addressed to Michael C. Willson, Clerk.

 The Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, hereby reserve the right to reject any and all bids and further reserve the right to waive any insubstantial irregularities in any bid.

 BY ORDER OF THE COMMISSIONERS OF

 FIRE DISTRICT NO. 2 IN THE TOWNSHIP

 OF TOMS RIVER, COUNTY OF OCEAN

 Michael C. Willson, Clerk

**THE COMMISSIONERS OF FIRE DISTRICT NO. 2**

**IN THE TOWNSHIP OF TOMS RIVER, COUNTY OF OCEAN**

**Resolution**

**Authorizing Advertisement for Bids for Vehicle Purchase**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, The Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, have approved the specifications for and have determined that they will advertise for sealed bids for Vehicle Purchase.

NOW, THEREFORE, be it RESOLVED by The Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, as follows:

(1) Specifications are hereby approved and incorporated herein by reference.

(2) Bids to be submitted shall fully comply with the specifications.

(3) The Commissioners shall advertise for the receipt of sealed bids for the above-named purpose or project.

(4) Each bid shall be submitted as a written proposal in the manner designated in the instructions to bidders and the specifications and shall be signed by the bidder. The bid shall be enclosed in a sealed envelope bearing the name and address of the bidder on the outside, specifically denoting on said envelope the name of the job for which said bid is submitted and addressed to Board of Fire Commissioners, 257 Warner Street Toms River, NJ 08755.

(5) The specifications, instructions to bidders and related documents are on file with and may be obtained upon written or verbal request from the Commissioners' office, 257 Warner Street, Toms River, New Jersey 08755 (732) 363-2245, during normal business hours 8am-4pm.

(6) Sealed bids shall be called for and shall be received, opened and read in public at the Silverton Vol. Firehouse, 15 Kettle Creek Road, Toms River at 7:30 p.m., prevailing time, on May 1, 2024.

(7) Each sealed bid shall be hand delivered or mailed to Board of Fire Commissioners, or to such other designated representative of the Commissioners who will be present at the opening of said bids at the time and place stated for the receipt of sealed bids. NO BID SHALL BE DELIVERED OR ACCEPTED AFTER THE DATE OR HOUR AS DESIGNATED IN THIS PUBLIC NOTICE.

(8) The bid quote shall be net to the Commissioners and shall be excluded from any state and federal taxes.

(9) The contract will be awarded to the lowest, qualified, responsible bidder. The Commissioners reserve the right to reject any and all bids. The Commissioners also reserve the right to waive any insubstantial irregularities in any bid.

(10) A non-collusion affidavit in the usual form will be supplied with the specifications. It shall be executed by the person or corporate officers submitting the bid. Said affidavit must be properly notarized. A non-collusion affidavit must accompany each bid. THIS REQUIREMENT WILL NOT BE WAIVED.

(11) An owner's list in accordance with P.L. 1977, Ch. 33, approved March 8, 1977, will also be supplied with the specifications in the usual form. It shall be completed by the person or corporate officers submitting the bid. Said owner's list must accompany each bid. THIS REQUIREMENT WILL NOT BE WAIVED.

(12) All bids shall be accompanied by the appropriate form relative to mandatory equal employment opportunity.

(13) Bidders are required to comply with the applicable statutory requirements and regulations adopted pursuant thereto, including but not limited to P.L. 1975, Ch.127; P.L. 1977, Ch. 33; P.L. 1963, Ch. 150; and P.L. 1933, Ch. 277, including all amendments thereto.

(14) No bidder may withdraw his proposal for a period of 60 days after the opening of bids; all proposals being binding upon all bidders for said 60-day period.

INSTRUCTIONS TO BIDDERS

 (1) REQUIREMENTS: All requirements and conditions contained in the other bid documentation relative to this project are specifically included herein and hereby made a part. All requirements or conditions imposed by New Jersey statutes or case law or any other applicable regulations as adopted including amendments thereto are hereby incorporated into these specifications by reference. The bidder shall, at all times, observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other local governmental agencies, which may, in any manner, affect the preparation of proposals or the performance of this contract.

 (2) PROPOSAL: The proposal submitted by each bidder shall be made on the form supplied with these specifications. All proposals must be submitted in an original and two copies. When a proposal is made by an individual, his post office address shall be stated, and he shall sign the proposal. When a proposal is made by a firm or partnership, its name and post office address shall be stated therein, and the proposal shall be signed by one or more of the partners. When a proposal is made by a corporation, its name and principal post office address shall be stated therein, and the proposal shall be signed by an authorized official of the corporation, with the corporate seal affixed and the signatures attested to in all cases.

 (3) SUBMITTING PROPOSALS: Enclosed, in a sealed envelope with the proposal, shall be submitted a non-collusion affidavit, a bidder’s checklist, an owner's list, applicable documentation from a surety company, and bid deposit as required by the resolution, authorizing advertisement for bids. THESE REQUIREMENTS SHALL NOT BE WAIVED, and failure to submit the same will result in the automatic rejection of the bid.

 (4) SUBLETTING AND ASSIGNING THE CONTRACT: The bidder awarded this contract shall perform said work with his own organization and with the assistance of employees under his immediate control and supervision.

 (5) DEVIATION FROM BID DOCUMENTS: Any conditions, limitations or waivers included by a bidder with the proposal may cause rejection of said bid or of any item or part of said bid in the sole discretion of the Commissioners. However, each and every deviation from the specifications must be detailed on the exception sheet provided. Failure to comply with this requirement shall be grounds for rejection of the bid. In the alternative, the Commissioners may accept the bid proposal excluding any conditions, limitations or waivers as if same had not been set forth in the bid proposal, and by submitting proposals, all bidders consent to be bound hereby. Minor variations, however, from the specifications shall be accepted, provided that same do not materially impair the performance or quality of the item or items described.

 (6) CHANGES IN SPECIFICATION: The Commissioners reserve the right to make any variations in its bid specifications and agree that it shall be charged a reasonable price for said changes.

 (7) SUBSTITUTIONS IN MATERIALS OR EQUIPMENT SPECIFIED: Any items mentioned by brand name on the bid specifications may have substituted therefor in the proposal, items equivalent in quality and quantity. Substitution shall be accompanied by proof substantiating said equivalency. If, in the opinion of the Commissioners, said proposed substitution is not equivalent in quality and quantity to that as specified, then the Commissioners may, in their sole discretion, reject same.

 (8) LENGTH OF CONTRACT: The vehicles to be supplied pursuant to the bid specifications shall be supplied to the Commissioners upon notification to said bidder of a pre-established delivery date and said vehicles shall be delivered by that successful bidder at no cost to the Commissioners to the site as mandated by the Commissioners. In any event, same shall be supplied within 120 days from the date of award of said contract by the Commissioners. The inability of the bidder to supply the vehicles within that time as specified shall result in a breach of this contract and make the bidder subject to any penalties available to the Commissioners at law or equity or, in the discretion of the Commissioners, a penalty of $50 per day for the first two weeks of default and $100 per day for every day thereafter.

 (9) REJECTION OF BIDS: The Commissioners reserve the right to reject any and all bids when such rejection is in their best interest.

 (10) ACCEPTANCE OF BIDS: The Commissioners reserve the right to accept any and all bids when such acceptance is in their best interest.

 (11) BIDDERS PRESENT: At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other properly interested parties, either in person or by representation.

 (12) AWARD OF CONTRACT: The contract will be awarded to the lowest qualified responsible bidder. The Commissioners further reserve the right to reject any and all bids and to waive any insubstantial irregularities in any bid. The lowest qualified responsible bidder will be determined by the Commissioners by examining the price quote as provided for the supplying of the vehicles with the price quotes/deductions as provided for any equipment/accessory options when specified. The Commissioners reserve the right to award a contract including any extra equipment/accessory options as they may deem necessary in their discretion and likewise award a contract with the appropriate deduction for deletion of specified equipment/accessory options as specified. Failure to provide price quotes/deductions for any of these items may result in automatic rejection of the bid.

 (13) WARRANTIES TO BE PROVIDED BY BIDDER: The bidder shall provide, at the time of delivery of the vehicles to the Commissioners, the following warranties:

 (a) Standard manufacturer's warranties which exist relative to the said vehicles and when extended warranties are available concerning same, same must be provided at the cost of the bidder.

 (14) SERVICE FACILITY: The bidder must provide a service facility for the vehicles that are within 10 miles of Toms River Township.

 (15) Business Authorized to Transact Business in the State of New Jersey: Specifically, the bidder must comply with the requirement for business registration as required by New Jersey law and provide proof of same in accordance with the statute. This requirement will not be waived.

 The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

 Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that not subcontractors were used.

 For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 522:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

 A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

**Non-Collusion Affidavit**

STATE OF NEW JERSEY;

SS:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_;

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the State of New Jersey, of full age, being duly sworn according to law, upon my oath, depose and say that:

(1) I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the firm of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the bidder making the proposal for the above-named project, and that I executed the said proposal with full authority so to do; 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 Commissioners rely upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

(2) I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established Commercial or selling agencies maintained by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (N.J.S.A. 52:34-15).

Sworn and Subscribed to before

me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2024.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public of New Jersey (seal)

My Commission Expires:

**OWNER'S LIST**

In accordance with P.L. 1977, Chapter 33, approved March 8, 1977, stating:

An Act Requiring Corporate and Partnership bidders for State, County, Municipal, or School District Contracts to submit a list of the names and addresses of all stockholders owning ten percent (10%) or more of their stock or ten percent (10%) or more of the stock of their corporate stockholders or in the case of a partnership, the names and addresses of those partners owning a ten percent (10%) or greater interest therein, ...

the bidder certifies the following information:

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

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

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

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

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

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

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

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

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

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

**STATEMENT OF COMPLIANCE**

The undersigned, in connection with the bid submitted for Vehicle purchase as defined in R.S. 10:5-31 and R.S. 10:2-1, and as part of its bid proposal made to the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean hereby certifies that it is in compliance with the requirements of P.L. 1963, c. 150 (New Jersey Prevailing Wage Act), P.L. 1975, c. 127 and P.L. 1933, c. 277 (Law against Discrimination); and P.L. 1977, c. 33 (corporate or partnership disclosure) and all amendments, if any, adopted thereto and regulations adopted pursuant thereto, and is also in compliance with all other statutory requirements and regulations applicable to said bid. This certification shall be in addition to and not in substitution of any other certifications or proofs of compliance required by law.

Attest:

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

Witness:

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

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.S.A. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidders’ requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27-1 et seq.

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 form 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.S.A. 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.S.A. 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.S.A. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that he/she 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.S.A. 17:27-1 et seq.

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

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

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality 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 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, 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. l7:27-5.2, 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, 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 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, 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

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

Attest:

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

Witness:

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

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The contractor and Township of Toms River of Fire Commissioners District No. 2, (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.

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

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

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

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

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

|  |
| --- |
| **Prohibited Russia-Belarus Activities & Iran Investment Activities**  |
| **Person or Entity**  |
| **Part 1: Certification**  |
| COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW** Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury’s website at the following web addresses: https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.  |
| **CONTRACT AWARDS AND RENEWALS**  |
|   | *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury’s lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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.* (Skip Part 2 and sign and complete the Certification below.)  |
| **CONTRACT AMENDMENTS AND EXTENSIONS**  |
|   | *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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.* (Skip Part 2 and sign and complete the Certification below.)  |
| **IF UNABLE TO CERTIFY**  |
|   | *I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*  |

|  |
| --- |
| **Part 2: Additional Information**  |
| PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.  |
| **Part 3: Certification of True and Complete Information**  |
| *I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 <****Name of Contracting Unit>*** *is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <****Name of Contracting Unit>*** *to notify the <****Name of Contracting Unit>*** *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. 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 <****Name of Contracting Unit>*** *and that the <****Name of Contracting Unit>*** *at its option may declare any contract(s) resulting from this certification void and unenforceable.*  |
| **Full Name (Print)**  | **Title**  |
| **Signature**  | **Date**  |

PROPOSAL

 Bidders shall submit their bids on the proposal form herein provided by the Board. Proposal shall be signed by the bidder. The commissioners are looking to purchase 2 of the 4 vehicles listed below.

2024 or newer Ford Expedition SSV Package White $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2024 or newer Ford Expedition Max SSV Package White $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2024 or newer Ford Expedition SSV Package Black $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2024 or newer Chevy Suburban SSV Package White $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address/P. O. Box

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Signer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

**Proposal Restrictions to Specifications**

Proposal is in strict compliance with the instructions to bidders, detailed specifications and addenda, if any, except as delineated below. The bidder acknowledges that acceptance of the following is at the sole discretion of the Commissioners and that any or all exceptions may constitute grounds for rejection of the bid.

(attach additional sheets if necessary)

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company or Manufacturer

Signature of Authorized Representative

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

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

**BIDDERS CHECKLIST**

This Bidders Checklist is a statutorily mandated form, the purpose of which is to list those documentary and information forms, certifications and other documents that the Fire District requires each Bidder to submit with the bid. This form lists each of the items to be submitted with the bid proposal and a place for the Bidder to indicate, by initialing each entry, that the Bidder has included those required items with the completed bid proposal. Each Bidder shall complete this form and submit it with the bid proposal, in addition to those documentary and informational forms, certificates and other documents that are listed.

Initials:

( ) a. Owners List

( ) b. Non-Collusion Affidavit

( ) c. Business Registration and/or Public Works Registration Certificate

( ) d. Bidders Bid Proposal

( ) e. Statement of Compliance

( ) f. Proposal Restrictions to Specifications

( ) g. Affirmative Action Compliance Notice

( ) h. Mandatory Equal Employment Opportunity Notice

( ) i. Americans With Disabilities Act of 1990 Notice

( ) j. Disclosure of Investment Activities in Iran and Russia

( ) k. Proposal Restrictions to Specifications

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIDDER’S SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME AND TITLE OF PERSON SIGNING

ON BEHALF OF BIDDER