INVITATION
TO
BID

Notice is hereby given that sealed bids will be received by Lower Alloway's Creek Township for "___2017 or Newer Police Interceptor___" in accordance with specifications and general conditions which may be obtained from the CFO's office at 501 Locust Island Rd, Hancocks Bridge, New Jersey, during the hours of 9:00 a.m. and 4:00 p.m. Specifications are also available on the Township's website, www.lowerallowayscreek-nj.gov, under the Bids tab.

Each proposal shall be submitted in a sealed envelope with the name and address of the bidder clearly identified on the outside of the envelope together with the notation, "BID FOR POLICE INTERCEPTOR". All bids shall be submitted to the Township's CFO by 1:30 p.m. on June 21, 2016, at the Township Municipal Building located at 501 Locust Island Road, P.O. Box 157, Hancock's Bridge, NJ 08038 at which time the bids will be opened and read aloud.

Each bid shall be accompanied by a bid bond or certified check, payable to Lower Alloways Creek Township in the amount of one thousand dollars as a guarantee that if the contract is awarded to said bidder, he will enter into contract therefore.

The successful bidder shall enter into a written contract with Lower Alloway's Creek Township in Accordance with the Invitation to Bid, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all bids and to waive any informality as the interest of the Township may require. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township's CFO prior to the time set for bid opening.

All bidders must meet equal opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and N.J.S.A. 52:32-44.

By Order of Lower Alloway's Creek Township.

TOWNSHIP OF
LOWER ALLOWAYS CREEK
GENERAL INSTRUCTIONS AND CONDITIONS

1. BID SUBMISSION
Bids shall be returned on the bid form enclosed herein. They shall be returned in sealed envelopes addressed to:

PURCHASING AGENT
LOWER ALLOWAYS CREEK TWP.
P.O. BOX 157
HANCOCKS BRIDGE, NJ 08038

The envelope shall be marked in the lower left quadrant:

BID FOR 2017 or Newer Police Interceptor

The Township accepts no liability for bids opened in error due to absence of such notation. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township purchasing agent prior to the time set for bid opening.

2. BID SECURITY (REQUIRED FOR THIS BID: YES X NO___)
When required, a bid bond, cashier's check or certified check, payable to Lower Alloways Creek Township, in the amount of one thousand ($1,000.00) dollars shall accompany each bid. It shall be subject to forfeit and retention by the Township in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond (if required) within ten (10) days after the Township has tendered the contract.

3. PERFORMANCE BOND (REQUIRED FOR THIS BID: YES__ NO X) When a performance bond is specified, bidders shall include with their bid a surety company's certificate that it will provide a surety company's certificate that it will provide such a bond if the specified bidder is awarded a contract.
A successful bidder shall, when required, furnish such a performance bond in the amount of contract. Said bond shall be that of an approved company, authorized to transact business in State of New Jersey.

4. PUBLIC DISCLOSURE
No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and

4. PUBLIC DISCLOSURE (CONT'D)
addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33).
Failure to supply this information shall be cause for disqualification of a bidder.

5. RESERVATIONS
Contracts will be awarded to the lowest responsible bidder, but the Township reserves the right to reject any and all bids and to waive any discrepancies therein.

6. EXCEPTIONS TO SPECIFICATIONS
Exceptions, if any, to the bid specifications, shall be in numeric order on that particular page in the "EXCEPTION" column. All exceptions must then be written on a separate sheet in numeric order referencing the page and item number for which the exception is taken.

7. QUANTITY
Unless otherwise specified on the bid form or in the special instructions for individual classes of commodity, the quantities listed are approximate only and the Township does not guarantee to purchase any definite quantities.

8. TIME FOR MAKING AWARDS
The Township shall make contract awards or reject all bids within sixty (60) days after the bid opening.

9. INDEMNIFICATION
Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

10. PRICES
Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.

11. WITHDRAWAL OF BID
A written request for withdrawal of a bid will be granted if received by the purchasing agent before any bid has been opened.

12. TAXES
The Township is exempt from all Federal and state taxes.

13. AFFIRMATIVE ACTION Bidders are required to comply with the requirements of P.L. 1975, C 127 (NJAC 17:27).
The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

14. QUESTIONS
Questions concerning this bid invitation may be directed to the purchasing agent at (856)935-2556, during normal business hours (M-F, 7:00am - 4:00pm).

15. ITEMS BID
No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any one item, all prices for that item shall be rejected.

16. RETURN OF BID SECURITY
Said bond or check will be returned to the three lowest bidders upon receipt of approved performance bond, if required, and upon execution of a formal contract with the successful bidder.

17. ASSIGNMENT
The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek.

18. RETURN OF CONTRACT
Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the Township, in his bid security being forfeited to the Township as liquidated damages and not as a penalty.

19. DIFFERENCES
Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representative's decision is to be final and conclusive.

20. ADDITIONAL CLAIMS
The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

21. ORAL INSTRUCTIONS
Neither the Township nor its 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.

22. NEW JERSEY LAWS
These specifications, instructions to bidders and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

23. STANDARD CONTRACT
The successful bidder(s) will be required to sign and execute the Township's standard contract.

24. FAX BIDS
Please be advised that fax transmissions of any of the required bid documents will not be acceptable. YOUR BID WILL BE DECLARED NON-RESPONSIVE.

25. BUSINESS REGISTRATION CERTIFICATE
Bidders are required to submit with their bid a copy of their New Jersey Business Registration Certificate. Any vendor who does not currently possess a certificate can obtain information on how to register by visiting the State's website, www.state.nj/revenue/busregcert.htm. Your bid will be rejected if this document is absent from your proposal.

26. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

All vendors must submit with their bid a completed acknowledgement of receipt of addenda. Your bid will be rejected if this document is absent from your proposal.

27. LATE PENALTY

Vendor will pay a late fee of $100/day for each and every day that delivery of the truck exceeds the 110 day mark as designated in these specifications.

28. PAYMENT

Payment for services will be made on the third Tuesday of each month subsequent to receipt of a signed voucher from the contractor with an invoice attached attesting to the delivery of the vehicle in accordance with these specifications.

29. MANUALS

One set of parts and service manuals with delivery of vehicle in paper form and on CD.

GENERAL SPECIFICATIONS:

It is the intent of this specification to provide for the purchase of one (1) new all wheel drive utility police interceptor complete with options and in accordance with the specifications contained herein. These specifications are not intended to be restrictive to any one particular brand, but are meant to describe a minimum standard or performance required by the Township of Lower Alloways Creek. Failure to respond to the provisions in the specifications will be deemed sufficient reason to reject the bid. It shall be the responsibility of the bidder to provide manufacturers drawings, blueprints and factory literature which includes all of the information contained in the specifications.

The bidder must also include copies of all warranties in accordance with the specifications.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". **All** variances, exceptions and/or deviations shall be fully described in the appropriate section. Misrepresentation in responding to the specifications or not stating where an exception occurs will be cause for rejection.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the Township when price, product, safety, quality and delivery are considered. The Township of Lower Alloways Creek reserves the right to reject any or all bids or any part thereof, and to wave any minor technicalities. A Contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

EQUIVALENT PRODUCT:

Bids will be accepted for consideration on any make or model that is equal to the all wheel drive utility police interceptor as specified. Decisions of equivalency will be at the sole interpretation of the Township of Lower Alloways Creek. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer to have been in prior successful use for more than two years (including the name of users) and submitted with the bid, or the bids will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

INTERPRETATIONS:

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Purchasing Agent. Based upon such inquiry, the Township may choose to issue an Addendum to the specifications.

DELIVERY:

Upon award of the contract, the successful low bidder must be prepared to deliver the all wheel drive utility police INTERCEPTOR complete with all options installed, owners manuals, shop manuals and all other miscellaneous items described in the specifications to the Township of Lower Alloways Creek Department of Public Works facility located at: 8 Pecks Corner Road, Salem, N.J., 08079 within one hundred and ten (110) days from the date of the Notice to Proceed or by October 12, 2016, whichever is sooner.

TECHNICAL SPECIFICATIONS

INTENT:	It is the intent of these specifications to describe one (1) New 2017 (or newer) All Wheel Drive Utility Police Interceptor		
		EXCEPTIONS	
		YES	**NO**
MECHANICAL:	Alternator- minimum 220 Amp	☐	☐
	Axle Ratio- minimum 3.65 (AWD)	☐	☐
	Battery- H.D. maintenance free minimum 78A/750-CCA	☐	☐
	Brakes- 4-Wheel Heavy Duty Disc w/H.D. front and rear calipers	☐	☐
	Column shifter	☐	☐
	Drivetrain- All Wheel Drive	☐	☐
	Electric power assist steering	☐	☐
	Engine- 3.7 Liter V6 Ti-VCT	☐	☐
	Engine hour meter	☐	☐
	Engine oil cooler	☐	☐
	Fuel Tank- minimum 18 gallons	☐	☐
	Suspension- independent front and rear	☐	☐
	Transmission- 6-speed automatic	☐	☐
EXTERIOR:	Roof mounted antenna	☐	☐
	Cladding- lower body side cladding (Black)	☐	☐
	Door Handles- Black	☐	☐
	True dual exhaust	☐	☐
	Door lock cylinders (front driver/ passenger/ lift gate)	☐	☐
	Glass- 2nd and 3rd row privacy glass	☐	☐
	Grille- Black	☐	☐
	Headlamps- Halogen projector (bi-functional)	☐	☐
	Lift gate- manual one-piece with fixed glass w/door lock cylinder	☐	☐
	Mirrors- Black caps, power electric remote, manual folding with integrated spotter, heated (integrated blind spot mirrors)	☐	☐
	Spare tire- 18" full size tire	☐	☐
	Tail lights- LED	☐	☐
	Tailgate handle- Painted Black	☐	☐
	Tires- P245/55R18 A/S BSW	☐	☐
	Wheel lip molding- Black	☐	☐
	Wheels- 18" x 8.0 steel with wheel hub cap	☐	☐
	Windshield- Acoustic laminated	☐	☐
INTERIOR / COMFORT:	Cargo hooks	☐	☐
	Climate Control- Single zone manual	☐	☐
	Door locks:		
	- Power, two stage unlock	☐	☐

	- Rear door handles and lock inoperable	☐	☐
	- Autolock (locks when shift into gear)	☐	☐
INTERIOR / COMFORT CONT:	Heavy duty thermoplastic flooring	☐	☐
	One (1) front grab handle	☐	☐
	Lighting:		
	- 1st. Row task light (driver and passenger) overhead console	☐	☐
	- 1st. Row overhead dome/map work light (Red/White)	☐	☐
	- Mirror- Day/night rear view	☐	☐
	Overhead console	☐	☐
	Particulate air filter	☐	☐
	Power adjustable pedals (driver dead pedal)	☐	☐
	Power points- Two (2) first row access	☐	☐
	Scuff plates- Front and rear	☐	☐
	Seats:		
	- 1st. row police grade cloth trim, dual front buckets	☐	☐
	- 1st. row- driver 6-way power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumber)	☐	☐
	- 1st. row-passenger 2-way manual track (fore/aft. With manual recline)	☐	☐
	- Built-in steel intrusion plates in both driver/passenger seat backs	☐	☐
	- 2nd. Row vinyl, 60/40 split bench seat (manual fold flat, no tumble)- fixed seat track	☐	☐
	Speedometer-calibrated	☐	☐
	Steering wheel- manual / tilt, urethane wheel finish w/silver painted bezels with speed controls and redundant audio controls	☐	☐
	Sun visor, color-keyed, non illuminated	☐	☐
	Universal top tray- center of I/P for mounting aftermarket equipment	☐	☐
	Windows, power, 1-touch down driver side with disable feature	☐	☐
SAFETY / SECURITY:	Advance Trac with roll stability control with hydraulic brake assist	☐	☐
	Air bags- 2nd. Generation driver & front-passenger, side seat, roll curtain air bags and safety canopy	☐	☐
	Anti-lock brakes (ABS) with traction control	☐	☐
	Battery saver feature	☐	☐
	Belt-minder (front driver / passenger)	☐	☐
	LATCH (Lower Anchors and Tethers for Children) system on rear outboard locations	☐	☐
	Seat belts, pretensioner/energy-management system w/adjustable height in 1st. row	☐	☐

SAFETY / SECCURITY CONT:	SOS Post-crash alert system	☐	☐
	Tire pressure monitoring system (TPMS)	☐	☐
	One (1) code 21B (Rear view camera) in rear view mirror	☐	☐
FUNCTIONAL:	Easy fuel cap less fuel filler	☐	☐
	My Ford:		
	- Police cluster	☐	☐
	- AM/FM / CD / MP3 Capable / clock / 6- speakers	☐	☐
	- 4.2" color LCD screen center-stack "smart display"	☐	☐
	- 5-way steering wheel switches, redundant controls	☐	☐
	Power pigtail harness	☐	☐
	Simple fleet key (w/o microchip, easy to replace)	☐	☐
	Two-way radio pre-wire	☐	☐
	Windows- rear defroster	☐	☐
	Wipers- front speed sensitive intermittent; rear dual speed wiper	☐	☐
	Recovery hooks, rear only	☐	☐
WARRANTY:	5 year / 100,000 miles Ford powertrain warranty	☐	☐
FACTORY OPTIONS:	One (1) option code 51R (Spot lamp-drivers side LED bulb)	☐	☐
	One (1) option code 18W (Rear window power delete)	☐	☐
	One (1) option code 66C (Rear lighting solution)	☐	☐
	One (1) option code 59B (Keyed alike-1284X)	☐	☐
	One (1) option code 66A (Front headlight solution)	☐	☐
	Noise Suppression Bonds	☐	☐
	Dark Car Feature – Courtesy Lamps Disable	☐	☐
		☐	☐
	Red/Clear Dome in Cargo Area	☐	☐
	EA153 80 Amp Power Source	☐	☐
	Lift gate mounted LED's (red & blue)	☐	☐
DEALER SUPPLIED OPTIONS:	Install One (1) Road Defender w/wraparound (#5342 & #5342W) push bumper & brushguards	☐	☐
	Installed in console – Three (3) battery hot wires, three (3) ignition feeds, three (3) grounds and two (2) antenna feeds	☐	☐
	Install customer supplied dome antenna	☐	☐
	Install One (1) Pro-gard prisoner seat & pan		
	Dual gun locks – One (1) Bushmaster AR-15 and One (1) Remington 870	☐	☐
	Whelen Inner Edge	☐	☐
	Two (2) Ion's in headlights Two Vertex in reverse lights	☐	☐

		Complies	
		YES	NO
DEALER SUPPLIED OPTIONS (CONT)	EAI Pro Switch Box with Slider Control	☐	☐
	HF Siren with Speaker and Bracket	☐	☐
	18" Console w/arm rest, cup holder, mic clip	☐	☐
	Taller mount bracket for console		
	Prisoner Partitions – One front and one rear screen	☐	☐
	Red/Blue Outer Edge	☐	☐
	Computer Adapter (TA250PIU) & Plate (DSACF30GJ)	☐	☐
	Install two (2) cables (not mast) wired to console w/extra length for connections	☐	☐
	Application of customer supplied decals	☐	☐
	Lift gate recessed mounted ions	☐	☐
EXTERIOR COLOR:	White to match existing vehicles in Township fleet	☐	☐
INTERIOR COLOR:	Charcoal Black	☐	☐

PAGE

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 __.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(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)

BID PROPOSAL FORM

_____
(Contract Title and Bid Number, if applicable)

_____
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

_____
Amount in words

$_____
Amount in numbers

_____ _____
Company Name Federal I.D. # or Social Security #

_____
Address

_____ _____
Signature of Authorized Agent Type or Print Name

Title:_____

_____ _____
Telephone Number Date

_____ _____
Fax Number E-mail address

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 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 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 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 accordane 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**.

EXHIBIT A (*Cont*)

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 personal 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 and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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.**

Submitted by:
Name of Firm: _____
By: _____
Title: _____
Date: _____

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: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No Addendum Received	Dated
_____	_____

Acknowledged for:

_____
(Print or Type Name of Bidder)

By:_____
(Print or Type Name of Authorized Individual)

Signature: _____

Title : _____

Lower Alloways Creek Township

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if requiredm submit the item
☑	Stockholder Disclosure Certification	
☑	Non-Collusion Affidavit	
☑	Bid Proposal Form	
☐	References	
☐	Status of Present Contracts	
☐	Equipment Certification	
☑	Bid Guarantee (with Power of Attorney for full amount of *Bid* Bond)	
☐	Public Works Contractor Certificate	
☐	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
☑	Mandatory Affirmative Action Language	
☑	Acknowledgement of Receipt of Addenda	
☐	Americans with Disabilities Act of 1990 Language	
☑	Proof of Business Registration	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.