Notice is hereby given that sealed bids will be received by Lower Alloway's Creek Township for "<u>POLICE VEHICLE</u>" 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.lowerallowayscreeknj.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, <u>"BID FOR POLICE VEHICLE"</u>. All bids shall be submitted to the Township's CFO by 3:00 p.m. on July 18, 2023 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 10% of the amount bid, not to exceed \$20,000.00, 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 prior to 3:30pm on July 18, 2023:

LOWER ALLOWAYS CREEK TONWSHIP MUNICIPAL BUILDING 501 LOCUST ISLAND ROAD HANCOCKS BRIDGE, NJ 08038

The envelope shall be marked in the lower left quadrant:

"BID FOR POLICE VEHICLE"

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 prior to the time set for bid opening.

2. BID SECURITY (REQUIRED FOR THIS BID: YES <u>x</u> NO) When required, a bid bond, cashier's check or certified check, payable to Stow Creek Township, for ten percent (10%) of the amount of the price bid (not to exceed \$20,000) 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 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).

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 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 Stow 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. TAXES The Township is exempt from all Federal and state taxes. 12. 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). 13. OUESTIONS Questions concerning this bid invitation may be directed to the purchasing agent at (856)935-2556, M-W and Fri during the hours of 7:00am - 5:00pm. 14. 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. 15. 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.

16. 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 Stow Creek.

17. 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.

18. DIFFERENCES

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

19. 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.

20. 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.

21. 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.

22. STANDARD CONTRACT

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

23. 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.

24. 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, <u>www.state.nj/revenue/busregcert.htm</u>. Your bid will be rejected if this document is absent from your proposal.

25. 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.

26. COMPLETION TIME

Vendor must complete any and all work as required by this proposal to the satisfaction of the Township Police Chief, Richard Venable, Jr, within one hundred ten (110)days of award notification.

27. LATE PENALTY

Vendor will be subject to a one hundred dollar (\$100.) daily penalty for each and every day that delivery is not made within the one hundred ten(110) day delivery window. Any penalty, if imposed, will be deducted from the final payment made to contractor.

28. INSURANCE REQUIREMENTS

Vendor will supply proof of the following coverage with their bid and will keep all policies current for the duration of the contract:

- A) Worker's Compensation Statutory Limits Employers' Liability - \$100,000 Limits
- B) General Liability, in a comprehensive form, with a minimum limit of \$500,000
- C) Motor Vehicle Liability, in a comprehensive form, with a minimum limit of \$500,000 including:
 - 1) Owned automobiles
 - 2) Hired automobiles
 - 3) Non-owned automobiles

29. WARRANTY

All items delivered as part of this proposal shall be in accordance with industry standards. As such, all items shall be warranted and guaranteed against defects.

30. ITEMS NEEDED

One (1) new all wheel drive utility police interceptor.

32. BRAND NAMES

If and wherever in this proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise only. The Township does not wish to rule out other competition and equal brands or makes, and therefore, the phrase "or equivalent" is added. If merchandise other than specified is bid, it is the bidder's responsibility to name such within his bid and to provide information to the Township that may show said item is equivalent.

33. PUBLIC WORKS CONTRACTOR CERTIFICATE

Bidders will be required to provide a copy of their Public Works Contractor Certificate, or at a minimum, provide a copy of their check made payable to the Division of Wage & Hour and completed application for a certificate. Once received, vendor will be required to provide a copy to the Township.

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 November 8, 2023, whichever is sooner.

TOWNSHIP OF LOWER ALLOWAYS CREEK BID PACKAGE: FURNISHING AND DELIVERY OF ONE (1) NEW 2023 (OR NEWER) ALL WHEEL DRIVE UTILITY POLICE INTERCEPTOR BID OPENING DATE: TUESDAY JULY 18, 2023 AT 3:00 P.M.

	TECHNICAL SPECIFICATIONS	<u> </u>	
INTENT:	It is the intent of these specifications to describe one (1)	New 2023	(or
	newer) All Wheel Drive Utility Police Interceptor	· · · · · · · · · · · · · · · · · · ·	
		EXCEPTION	
		YES	NO
MECHANICAL:	Alternator- minimum 220 Amp		
	Axle Ratio- minimum 3.65 (AWD)		
	Battery- H.D. maintenance free minimum 80A/800-		
	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- 3.3L V6 Direct Injection Hybrid System		
	Engine hour meter		
	Engine oil cooler		
	Fuel Tank- minimum 18 gallons		- F
	Suspension- independent front and rear		Ē
	Transmission- 10-speed automatic		- <u> </u>
EXTERIOR:	Roof mounted antenna		
	Cladding- lower body side cladding (Black)		Ħ
	Door Handles- Black		
	True dual exhaust		
	Door lock cylinders (front driver/ passenger/ lift gate)		
	Glass- 2 nd and 3 rd 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		<u> </u>
	Tailgate handle- Painted Black		<u> </u>
	Tires- P255/60R18 A/S BSW	──┝━┥──┤	<u> </u>
			<u> </u>
	Wheel lip molding- Black	 _	<u> -</u>
	Wheels- 18" x 8" 5 spoke painted black steel with poliched stainless steel hub cover and center core.		
	polished stainless steel hub cover and center caps Windshield- Acoustic laminated		
NTEDIOD /			_⊢
INTERIOR / COMFORT:	Cargo hooks	<u> -</u>	
CONFURI	Climate Control- Single zone manual		
	Door locks:		

TOWNSHIP OF LOWER ALLOWAYS CREEK BID PACKAGE: FURNISHING AND DELIVERY OF ONE (1) NEW 2023 (OR NEWER) ALL WHEEL DRIVE UTILITY POLICE INTERCEPTOR

BID OPENING DATE: TUESDAY JULY 18, 2023 AT 3:00 P.M.

	Derver, two etc. as wells als		
	- Power, two stage unlock	<u> </u>	┼ <u>╶</u> ┝┥
	- Rear door handles and lock inoperable	<u> </u>	<u>↓ </u>
	- Autolock (locks when shift into gear)	<u> </u>	<u> </u>
INTERIOR /	Heavy duty thermoplastic flooring		
COMFORT CONT:	One (1) front grab handle		
	Lighting:		
	- 1 st . Row task light (driver and passenger) overhead		
	console		
	- 1 st . Row overhead dome/map work light (Red/White)		
	- Mirror- Day/night rear view		
	Overhead console		
	Particulate air filter	Ē	
	Power adjustable pedals (driver dead pedal)	Ē	
	Power points- Two (2) first row access		
	Scuff plates- Front and rear		
	Seats:		
	- 1 st row police grade cloth trim, dual front buckets		
	- 1 st . row- driver 6-way power track (fore/aft.		┼──┝╤┥──
	Up/down, tilt with manual recline, 2-way manual		
	lumber)		
	- 1 st . row-passenger 2-way manual track (fore/aft.		
	With manual recline)		
	- Built-in steel intrusion plates in both		<u>├ </u>
	driver/passenger seat backs		
	-2^{nd} . Row vinyl, 60/40 split bench seat (manual fold		
	flat, no tumble)- fixed seat track		
	Speedometer-redundant digital		- <u></u>
			┥┝┥──
	Steering wheel- manual / tilt, urethane wheel finish		
	w/silver painted bezels with speed controls and redundant audio controls		
Υ.		<u> </u>	- <u></u>
	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 /	Electronic Stability Control (ESC) and Roll Stability		
SECURITY:	Control (RSC)		
	Air bags- 2 nd . Generation driver & front-passenger,		
	side seat, roll curtain air bags and safety canopy		
	Anti-lock brakes (ABS) with traction control	<u> </u>	┝─┝┫──
	Battery saver feature	<u> </u>	┝┝┫
	Belt-minder (front driver / passenger)		
	LATCH (Lower Anchors and Tethers for Children)		
	system on rear outboard locations		
	Seat belts, pretensioner/energy-management system		

TOWNSHIP OF LOWER ALLOWAYS CREEK BID PACKAGE: FURNISHING AND DELIVERY OF ONE (1) NEW 2023 (OR NEWER) ALL WHEEL DRIVE UTILITY POLICE INTERCEPTOR

BID OPENING DATE: TUESDAY JULY 18, 2023 AT 3:00 P.M.

	D OPENING DATE. TOESDAT JULT 18, 2025 AT 5:00 P.M.	T	1	
	w/adjustable height in 1 st . row		 	
SAFETY /	SOS Post-crash alert system			
SECCURITY CONT:	Tire pressure monitoring system (TPMS)			
	One (1) back-up camera w/washer			
FUNCTIONAL:	Easy fuel cap less fuel filler			
	My Ford:			
	- Radio w/Seek-Scan, Speed Compensated Volume			
	Control and Steering Wheel Control			
	- AM/FM / CD / MP3 Capable / clock / 4- speakers,			
	Bluetooth interface w/hands-free voice command			
	support, 1 USB port			
	- 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:	Option 51T Driver only LED Spot Lamp (Whelan)			
	Tall lamp/Police Interceptor Housing Drilled			
	Rear door controls inoperable		<u> </u>	
	One (1) option code 59B (Keyed alike-1284X)			
	Reverse sensing			
	Noise Suppression Bonds		<u> </u>	
	Dark Car Feature 43D– Courtesy Lamps Disable	<u> </u>		
	Rear View Camera			
	Global Lock/Unlock Feature		_	
	EA153 80 Amp Power Source			
	Lift gate mounted LED's (red & blue)		<u> </u>	
	Ent gate mounted EED's (red & blue)			
DEALER SUPPLIED				
OPTIONS:	Whelen Inneredge (¹ / ₂ Red – ¹ / ₂ Blue) w/LED TDs			
	Whelen Rear Inneredge (¹ / ₂ Red – ¹ / ₂ Blue) w/TA			
	Function			
	Whelen V-Series LED Mirror beams (1-red, 1-blue)			
	w/White Scene Light			
	Whelen Siren/Light Controller Combobox & Whelen			
	100 watt Speaker & Bracket			
	AFS Wiring Harness & AFS PF8M Power			
	Distribution Panel w/Mater Cut-off			
	Setina Pushbumper			

TOWNSHIP OF LOWER ALLOWAYS CREEK BID PACKAGE: FURNISHING AND DELIVERY OF ONE (1) NEW 2023 (OR NEWER) ALL WHEEL DRIVE UTILITY POLICE INTERCEPTOR BID OPENING DATE: TUESDAY JULY 18, 2023 AT 3:00 P.M.

		Com	plies
		YES	NO
DEALER SUPPLIED	Whelen SS Headlight Flasher		
OPTIONS (CONT)	Two Whelen ION LED's (R/B Split) mounted in pre-drilled hole		
	Four Whelen Vertex Mounted in Tail Lights (R/B – Brake Light, White – Reverse Lights)		
	Setina XL Prisoner Partitions w/sliding window, Reess Panel, Lower Ext		
	Progard Rear Transport Seat w/rear cage (metal mesh windows)		
	Havis Console w/Maplight, Armrest, Cupholder, 3" coin dish, (3) magnetic mic clips		
EXTERIOR COLOR:	Dark Blue		
INTERIOR COLOR:	Charcoal Black		

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STOCKHOLDER DISCLOSURE CERTIFICATION This Statement Shall Be Included with Bid Submission

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Name of Business	
nolding 10% or more of the issued OR	s the names and home addresses of all stockholders I and outstanding stock of the undersigned.
I certify that no one stockholder ov stock of the undersigned.	vns 10% or more of the issued and outstanding
Check the box that represents the type of	of business organization:
Partnership	poration
Limited Partnership	ited Liability Corporation
Subchapter S Corporation	•
Sign and notarize the form below, and, below.	if necessary, complete the stockholder list
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)	(Affiant)
My Commission expires:	(Print name & title of affiant)

NON-COLLUSION AFFIDAVIT

County of	· · · · · · · · · · · · · · · · · · ·
	SS:
•	
l,	ffiant) (name of municipality)
(name of a in the County of	fiant) (name of municipality)
full age, being duly swo	(name of municipality) and State ofo orn according to law on my oath depose and say that:
	an depose and say that:
l am	position) of the firm of
(title or	position) (name of firm)
	•
	the bidder making this Proposal for the bid
entitled	
(title of	bid proposal), and that I executed the said proposal with
full authority to do so the	at said bidder has not directly or indirectly entered int
	NAME DEBUED DIDDECT 200 TOOT ON Statements == -1.1 - 1.1 - 1.1
and in this affidavit are t	rue and correct, and made with full knowledge that the
(name of contracting unit	
and in the statements ca	ontained in this affidavit in awarding the contract for the said project.
	and an analysing the contract for the said project.
I further warrant that no	Derson or selling agonowhen here any true to
secure such contract up	person or selling agency has been employed or retained to solicit or
brokerage or contingen	on an agreement or understanding for a commission, percentage,
	LIEE PICEDLDODS TOO OMDIQUAAR AN LANA CH
sening agencies maintai	ned by
Subscribed and sworn to	
)
before me this day	
	<u> Ciana tura</u>
	Signature
	(Type or print name of affiant under signature)
	(Type of phint name of amant 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

Title:_____

Telephone Number

Fax Number

Type or Print Name

Date

E-mail address

Person or Entity

Me 202 Part Is 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.

E-CONTRACT AWARDS AND REND

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. <u>Failure to provide such will prevent the award of the contract to the person</u> or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.
a hadaa ah aha dhaa ah ahay ahaa dhaa	Part 2: Additional Information
	E FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUS AND/OR INVESTMENT ACTIVITIES IN IRAN.
You must provide a a parent entity, sub	detailed, accurate, and precise description of the activities of the person or entity, or of osidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or s in Iran in the space below and, if needed, on additional sheets provided by you.

a constant Condeallon of this 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 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 Contracting Unit to notify the 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Title		
Signature		Date	

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number		Dated		•.
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No Addendum Received		Dated	:	•
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By:(Print or Type Nan	ne of Authorize	d Individual)	· · · .	
Signature:				-
Title :				-
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EXHIBIT A

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. 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, 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 <u>Subchapter 10 of the Administrative Code at N.J.A.C.</u> <u>17:27</u>.

Signature

Date

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

_____, (hereafter "owner") do hereby of The contractor and the 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.

Lower Alloways Creek Township

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if requiredm submit the item
52	Stockholder Disclosure Certification	
12 .	Non-Collusion Affidavit	
₩.	Bid Proposal Form	
	DISCLOSURE OF RUSSIAN ACTIVITIES/ IRAN	
M	ACKNOWLEDGE MENT OF RECEIPT OF LODEND	9
	Equipment Certification	
ø	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
D	Public Works Contractor Certificate	
D	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
	Mandatory Affirmative Action Language	
	Prevailing Wage	
M	Americans with Disabilities Act of 1990 Language	
M	Proof of Business Registration	

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