

**TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY**



ADVERTISEMENT

**REQUEST FOR PROPOSALS
FORM OF PROPOSAL
TECHNICAL SPECIFICATIONS**

**PURCHASE OF NEW/UNUSED ALL WHEEL DRIVE 2023/2024 FORD POLICE
INTERCEPTOR SUV (OR APPROVED EQUAL) FOR
THE TOWNSHIP OF WEST CALDWELL POLICE DEPARTMENT**

Nikole H. Baltycki
Township Administrator

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

**PURCHASE OF NEW/UNUSED ALL WHEEL DRIVE 2023/2024 FORD POLICE
INTERCEPTOR SUV (OR APPROVED EQUAL) FOR
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NOTICE TO BIDDERS

Sealed bid proposals will be received by the Township Clerk for the Mayor and Council of the Township of West Caldwell, on Tuesday, November 21, 2023 at 10:00 a.m., prevailing time, or soon after as the matter can be reached, in the Conference Room, Municipal Building, 30 Clinton Road, West Caldwell, New Jersey, for

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Bid Documents were prepared by the Township of West Caldwell and are available on the Township website www.westcaldwell.com, as well as, on file in the office of the Township Clerk, Municipal Building, 30 Clinton Road, WEST CALDWELL, NJ 07006 and may be inspected and/or obtained by prospective bidders at that office during business hours. Bidders will be furnished with a copy of the Bid Documents.

All bids must be made on the standard bid proposal forms in the manner designated in the Bid Documents and must be enclosed in sealed envelopes addressed to the Township Administrator and bearing the name and address of the bidder and the name of the contract. Bids must be submitted at the time and place above specified and will be opened and read immediately thereafter. Bids will be accepted by mail or in person at the time specified. No bid, either by mail or in person, will be accepted after the date and hour specified. In the case of mailed bids, the Township assumes no responsibility for bids received after the date and time specified.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Bidders are also required to comply with all statutory requirements as set forth in the Bid Specifications.

The Mayor and Council reserve the right to waive any informalities and reject any and all bids in the interests of the Township to the extent permitted by the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. BY ORDER OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF WEST CALDWELL.

Joann DeBlasis, Township Clerk
The Progress
November 9, 2023

INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF BIDS

The TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY (hereinafter the “TOWNSHIP” or the “OWNER”) will receive bids for the

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at the time and place and under the conditions stated in the NOTICE TO BIDDERS.

2. VEHICLE SPECIFICATIONS

Each vehicle shall comply with the minimum specifications included below and as more fully set forth in the Technical Specifications herein.

- Quantity of Vehicles:** One
- Vehicle Year:** 2023 or 2024
- Vehicle Make and Model** Ford Police Interceptor SUV
- Vehicle Exterior Color:** Paint code YZ (Oxford White)

Manuals. The successful bidder shall supply vehicle operation and maintenance manuals and any other manual that the vehicle manufacturer supplies as a standard manual. The manuals shall be delivered directly to the Township upon delivery of the vehicle.

Training. The successful bidder shall provide complete instructions on the operation and maintenance of the vehicle and a demonstration on the operation of the vehicle shall be given by the successful bidder at the time of delivery, if requested by the Township. Training is to include operator training with instruction on proper operation and basic preventative maintenance of the vehicle.

Vehicles Shall Meet All Federal and State Requirements. The vehicle must be included in the appropriate size class as determined by the U.S. Environmental Protection Agency. In addition, the successful bidder shall guarantee that the vehicle and its component parts shall comply with the latest Federal safety standards and the New Jersey Motor Vehicle Commission regulations and safety standards.

Manufacturer’s Warranty. The vehicle shall have a minimum three (3) year/36,000 mile manufacturer’s bumper to bumper warranty – zero deductible. The vehicle shall also have a minimum five(5) year/100,000 mile manufacturer’s power train warranty – zero deductible. A list of warranted items is to be included in the bid package. All warranty forms shall be provided at the time of delivery and must be properly executed.

Manufacturer's Literature. One copy of the vehicle owners/operator's manual, any other instructions for operation and any other supporting literature is required for the vehicle and shall be included with the vehicle at the time of delivery.

Keys: Two (2) sets of keys shall be furnished with the vehicle.

Fuel: The vehicle shall be delivered with a full tank of manufacturer's recommended fuel.

Deviations/Exceptions from Specifications. If a bidder is not going to furnish the item exactly as described above and in the Technical Specifications herein, the bidder must indicate a deviation/exception even though they feel they may be exceeding what is described. For each deviation/exception taken, the bidder must list the deviation/exception in the Technical Specifications herein and include a detailed technical description of what they will furnish as well as an explanation of why their deviation/exception equals or exceeds the item in the specifications. Bidders should attach additional sheets as necessary. Terms such as "to the intent of" will not be acceptable and may deem the bid unacceptable for evaluation.

Bids that are found to have deviations/exceptions without listing them will be rejected.

All parts and components not specifically mentioned, but necessary for the vehicle shall be furnished by the successful bidder and conform with the quality, strength, and workmanship.

Delivery: Bidders shall complete the Vehicle Delivery Information Sheet included in the form of proposal. The vehicle is to be delivered within 120 days from date of purchase order, or sooner, F.O.B. Destination to the Township of West Caldwell, DPW Yard, 21 Clinton Road, West Caldwell, New Jersey 07006. All prices quoted shall be F.O.B. Destination, no additional shipping, handling or other costs.

The vehicle shall be delivered clean both inside and out. Manufacturer's standard items such as hubcaps, floor mats, jack and lug wrench or the like, shall be provided, installed by the successful bidder prior to delivery.

Inspection and Final Acceptance. The vehicle shall be inspected by the Township upon delivery. Inspection and final acceptance of the vehicle for conformance with the specifications shall be made by the Chief of Police, or his designee. Final acceptance shall be made within 20 days of receipt of the vehicles. Vehicles not in compliance with the specifications shall be rejected until proper remedial measures are taken to assure compliance.

Serviceability. The Township reserves the right to inspect the facilities of the successful bidder in order to ensure that the bidder has the tools and the resources to properly service the vehicle proposed. **THIS INSPECTION WILL BE AT THE SOLE EXPENSE OF THE BIDDER. NO EXCEPTIONS.**

The bidder will enclose in the bid proposal the following documentation:

Certification that the bidder can service and perform warranty repairs on the vehicle that is supplied, including but not limited to the engine, transmission and electrical.

ALL WARRANTY WORK MUST BE PERFORMED BY THE SUCCESSFUL BIDDER AT ITS FACILITY. IT IS WITHIN THE SOLE DISCRETION OF THE TOWNSHIP TO SELECT

ANOTHER LOCATION WITHIN A REASONABLE DISTANCE FROM THE TOWNSHIP THAT BEST SUITS THE TOWNSHIP'S NEEDS.

Registration: The Township may elect to register vehicles supplied under this bid. In this case, the successful bidder shall provide ownership documents, free and clear. In the event the Township elects to have the seller provide vehicle registration service, the successful bidder shall provide this service with no additional cost to the Township. In this case, the Township shall provide a registration address on the Purchase Order.

Payment. Invoices will be processed for payment only after final acceptance of the vehicle by the Township and the delivery ticket has been signed off by an authorized representative of the Township. The invoice shall have the current date and be delivered to the Superintendent of the Department of Public Works after final acceptance.

Inspection Stickers: State MVC required inspection stickers shall be provided with the vehicle upon delivery in place as prescribed by law, correctly punched to the month of delivery and acceptance. Federal Safety Inspections shall be performed and stickers shall be attached to vehicles prior to delivery.

In addition, the vehicle shall be delivered with a 3" x 5" index card or other label/card visible through the windshield bearing the following information, in typed or printed form:

Contractor's name
Purchase order number (if applicable)
Requisition number
Stock number
Serial number

3. BID PROPOSAL

The Bid Documents shall include the Notice to Bidders, Technical Specifications and Form of Proposal, including any modifications and/or addenda thereof incorporated in any of the documents before execution of the Contract. (Collectively the "Bid Documents").

Bidders must submit one (1) complete ORIGINAL and two (2) copies of the enclosed Form of Proposal.

It is the bidder's responsibility that bids are presented to the Township at the time and place designated above. Bids will be accepted by U.S. Postal Service or overnight courier or in person. Bidders are cautioned to allow adequate delivery time to ensure timely receipt of bid proposals. The Township shall not be responsible for bids received after the designated date and time for receipt of bids. Bids received after the designated time and date will not be accepted and will be returned unopened.

Sealed bids shall be submitted in a sealed envelope bearing the name and address of the bidder written on the face of the envelope and clearly marked "BID" with the contract title of the contract being bid.

Sealed bids may be withdrawn upon written request received from the bidder prior to the time fixed for bid opening. The written request shall be signed by an authorized representative of the bidder.

Once bids have been opened, all bids shall remain firm for a period of sixty (60) calendar days.

Each bid must be made upon forms contained in the Form of Proposal. **The failure to complete and submit any of the required forms and/or information included in the Form of Proposal shall result in the bid being rejected as non-responsive.** The blank spaces in the Form of Proposal must be filled correctly where indicated for each and every item and the bidder must state, both in words and numerals printed in ink or preferably typewritten, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between words and numerals, words shall govern. Ditto marks are not considered writing or printing and shall not be used. All corrections, changes, or whiteouts shall be initialed by the authorized representative signing the bid proposal for the bidder.

The bidder shall sign the bid proposal correctly. If the bid proposal is made by an individual, their name and post office address must be shown. If made by a firm or partnership or by a corporation, the bid proposal must be signed by an official of the firm, partnership or corporation authorized to sign contracts, and must also show the post office address of the firm, partnership or corporation.

In submitting a bid, the bidder understands and agrees that its bid shall be submitted in strict accordance with the Bid Documents. Bidders shall carefully examine the Bid Documents and observe all their requirements. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Documents, attachment of additional information not required by the Bid Documents, or irregularities of any kind, may be rejected by the Township.

Bidders may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein without the consent of the Township.

4. COMMUNICATIONS AND ADDENDA

All communications and addenda shall be made by the Township in writing and shall be noticed by the Township. Any addenda issued will constitute part of the Bid Documents and all bids shall be prepared with full consideration of any communications and addenda issued.

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed contract documents, they may submit a written request for an interpretation or clarification thereof to the Township Administrator – Nikole Baltycki, 30 Clinton Road, West Caldwell, New Jersey 07006. Written requests for interpretation or clarification must be made no later than ten (10) days prior to the date specified for opening of bids. Any interpretation of, correction or change in the Bid Documents will be made only by written addendum. Interpretation, corrections or changes made by any other manner will not be binding and shall not be relied on by bidders.

Addenda will be provided to all prospective bidders known to have received a complete set of Bid Documents in accordance with the Local Public Contracts Law. No addenda will be issued later than seven (7) days prior to the date set for opening of bids.

Bidders shall complete and submit the Acknowledgement of Receipt of Addenda Form attached at Exhibit C in the Form of Proposal

5. IRREGULAR PROPOSALS

Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected. The Township reserves the right to waive any informality in bids as submitted.

6. WITHDRAWAL OF BIDS

Bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application by the bidder who shall be required to present evidence showing that they are or represent the principal(s) involved in the bid.

7. REJECTION OF BIDS

The Township shall not be obligated by the issuance of this solicitation to make an award and reserves the right in its sole and absolute discretion to reject any bid not prepared and submitted in accordance with the provisions hereof and to reject all bids.

8. AWARD OF CONTRACT

The Township shall award the Contract to the lowest, responsive, responsible bidder or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

The form of contract which the successful bidder shall be required to execute shall be the Township's form contract, which includes the Township's standard indemnification and insurance provisions.

9. SIGNATORY PAGE

Bidders shall complete and execute the signatory page attached as in the Form of Proposal at Exhibit A, which shall be signed by an authorized representative of the bidder and evidence the bidder's acceptance of the terms and conditions of this bid.

10. BIDDER AFFIDAVIT

Bidder shall also complete and execute the Bidder Affidavit attached in the Form of Proposal as Exhibit B.

11. STATEMENT OF BIDDER'S QUALIFICATIONS

Bids shall be accompanied by the Statement of Bidder's Qualifications on the form provided at Exhibit I in the Form of Proposal covering the experience of the bidder in providing similar goods as well as the bidder's financial responsibility.

12. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Whenever brand names and/or descriptions used in this Bid Document, the term "or approved equal" is considered to follow the brand name. A brand name is used to denote the minimum level of quality and performance and shall be used as a standard by which goods and services offered as equivalent will be evaluated. Any item supplied as an "equal" must be fully identified and described by the bidder on a separate sheet submitted with the bid proposal and approved by the Township during the bid evaluation and prior to award. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. It should be understood that specifying a brand name, components and/or requirements in this Bid Document shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements.

In submitting its bid, the bidder certifies that the goods and service furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any and all damages resulting from such infringement.

The contractor shall guarantee any and all goods and services supplied under the specifications.

13. NON-COLLUSION AFFIDAVIT

The bidder shall properly execute and submit with its proposal, the Non-Collusion Affidavit certifying that the bid has been arrived at independently and without collusion with any other bidder. The Non-Collusion Affidavit shall be completed on the form provided at Exhibit D.

14. OWNERSHIP DISCLOSURE FORM

The bidder must complete the Ownership Disclosure Form (Exhibit E) setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

15. AFFIRMATIVE ACTION

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as supplemented and amended.

Bidder shall properly execute and submit with its bid the Affirmative Action Affidavit. (Exhibit F). The mandatory affirmative action language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.5, and the mandatory bid specification and contract language for employment goal compliance at N.J.A.C. 17:27-3.7 is included at Appendix A (to Exhibit F).

After notification of award but prior to the execution of the Contract, the successful bidder shall submit an initial project workforce report (Form AA201).

16. AMERICANS WITH DISABILITIES ACT OF 1990

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 Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. See Exhibit G.

17. BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, bidder shall submit proof of registration to conduct business in the State of New Jersey. Such proof of registration shall be in the form of the Bidder's Business Registration Certificate, interim certificate or application for registration from the New Jersey Division of Revenue as proof of registration to conduct business in the State of New Jersey.

18. BUY AMERICAN PROVISIONS

Wherever available, the successful bidder agrees that preference will be given to products or items manufactured in the United States of America.

19. PAY TO PLAY

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. (See Exhibit H).

20. INDEMNIFICATION

The successful bidder shall agree to waive, release, hold harmless, defend and indemnify the Township, its elected officials, employees, volunteers, servants and agents, as well as any of its agencies, departments, divisions, bureaus or offices (collectively referred to as the "Township Indemnified Parties") from and against any and all past, present and future actions, causes of action, claims, counterclaims, injunctive or declaratory relief, and any and all other liabilities of any kind or nature or description whatsoever, brought by any natural person or corporation or other business entity, whether arising at law or in equity, whether known or unknown, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected relating to or arising out of the goods to be provided pursuant to this solicitation, provided that the Township reserves the right to receive prompt notice of any such action and the right to participate in same if any principle of governmental or public law is involved.

Nothing herein shall be construed to waive or otherwise relinquish any claim, defense, or immunity available to the Township pursuant to law, including but not limited to those claims, defenses and immunities set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

21. EXECUTION OF CONTRACT

A bidder to whom the Contract is awarded shall execute and deliver the Contract within ten (10) days after the Contract is presented to the bidder for execution. If the successful bidder shall fail to do so, the bidder shall be deemed to have abandoned the Contract and thereupon the proposal and its acceptance may be declared null and void by the Township.

The successful bidder shall guarantee any and all goods and services supplied under the specifications.

23. TERMINATION OF CONTRACT

If, through any cause, the successful bidder, as contractor, shall fail to fulfill in a timely and proper manner its obligations under the contract or if the successful bidder shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the successful bidder of any sum or sums set forth in the contract. The Township will pay only for services accepted prior to termination.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the successful bidder and the Township may withhold any payments to the vendor for the purpose of compensation until such time as the exact amount of the damage due the Township from the successful bidder is determined.

The successful bidder agrees to indemnify and hold the Township Indemnified Parties harmless from any liability to subcontractors/suppliers concerning payment for work performed arising out of the lawful termination of the contract by the Township under this provision.

In case of default by the successful bidder, the Township may procure the goods from other sources and hold the successful bidder responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel the contract.

24. REPORTING AND METHOD OF PAYMENT

The successful bidder shall transmit an invoice upon final acceptance of the vehicle by the Township. Payment shall be made in accordance with the Township's policy and procedures for the payment of contract vendor claims, and New Jersey State Statutes.

**PURCHASE OF NEW/UNUSED ALL WHEEL DRIVE 2023/2024 FORD POLICE
INTERCEPTOR SUV (OR APPROVED EQUAL) FOR
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CONTRACT FOR TOWNSHIP OF WEST CALDWELL

FORM OF PROPOSAL



TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

**PURCHASE OF NEW/UNUSED ALL WHEEL DRIVE 2023/2024 FORD POLICE
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PROPOSAL/SIGNATORY PAGE

Exhibit A

TO TOWNSHIP OF WEST CALDWELL

The undersigned having carefully examined the Bid Documents together with any addenda issued thereto, hereby proposes to furnish all labor and materials, equipment, operations, and incidentals, and to perform all services required in connection with the PURCHASE CONTRACT, in strict accordance with the Bid Documents and to the full and entire satisfaction of the Township for the sum of:

Base Bid: _____ Dollars
(Amount in Words)

\$ _____
(Amount in Numbers)

BIDDER NAME: _____

NAME OF AUTHORIZED SIGNATORY: _____

AUTHORIZED SIGNATORY SIGNATURE: _____

DATE: _____

CONTACT ADDRESS:

PHONE #: _____

E-MAIL ADDRESS: _____

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

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BIDDER'S AFFIDAVIT
Exhibit B

State of New Jersey

County of _____

ss:

_____, being of full age and being duly sworn, upon his
oath deposes and says:

1. I reside at

_____.

2. I am _____ of the firm of

(Name of Bidder)

3. I am the person who signed the foregoing Bid and I was duly authorized to execute such Bid. The Bid is a true offer of the Bidder. If the Bidder has a seal, then such seal is affixed to the Bid. All of the statements and declarations contained in the Bid are true to the best of my knowledge and belief.

_____(Seal)
(Signature)

Subscribed and sworn to

before me this ____ day

of _____, 20__.

Notary Public of the State
of New Jersey

My Commission expires _____
(Notary Seal)

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
Exhibit C

The undersigned hereby acknowledges that he has received, reviewed, and complied with the following issued Addenda.

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

Name of Bidder

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

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NON-COLLUSION AFFIDAVIT

Exhibit D

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 _____.

(company name)

Subscribed and sworn to
before me this ___ day of
_____, 202__.

Signature

Notary Public of the State of New Jersey

(Print name of affiant under signature)

My Commission expires _____

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

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OWNERSHIP DISCLOSURE CERTIFICATION
Exhibit E

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: _____

Address: _____

Subscribed and sworn to
before me this ___ day of
_____, 202__.

Notary Public of the State of New Jersey

My Commission expires _____

Signature

(Print name of affiant under signature)

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

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**AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT
Exhibit F**

Goods, Professional Service and General Service Contracts

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 the contract, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. 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(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 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 et seq. and N.J.A.C. 17:27.

Business Name: _____

Representative's Name: _____

Representative's Signature: _____

Date: _____

Phone: _____

Appendix 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

Each 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:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;

A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4;
or

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.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted 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 procedure, 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

**PURCHASE OF NEW/UNUSED ALL WHEEL DRIVE 2023/2024 FORD POLICE
INTERCEPTOR SUV (OR APPROVED EQUAL) FOR
THE TOWNSHIP OF WEST CALDWELL POLICE DEPARTMENT**

AMERICANS WITH DISABILITIES ACT OF 1990
Exhibit G

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act 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 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 must 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 frill and complete particulars of the claim. if any action or administrative proceedings 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.

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.

Business Name (Print):

Representative's Name (Print):

Representative's Title:

Representative's Signature:

Phone:

Date:

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DISCLOSURE OF CONTRIBUTIONS (Pay-to-Play)

Exhibit H

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

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Bidder Qualifications Form
Exhibit I

Bidder Name: _____

Address: _____

Phone: _____ Email: _____

1. How many years have you been in business? _____

2. Number of Employees available for work on this contract: _____

3. Have you ever failed to fulfill any contract awarded to you? _____

If so, where and why? _____

4. Have any liens of lawsuits of any kind been filed against any of your contracts? _____

If yes, please explain: _____

5. What similar contracts with public entities has your organization completed within the last 5 years?

Owner: _____

Business Address of Owner: _____

Business Phone No.: _____

Type of Work: _____

Contract Price \$: _____

Approx. Date of Contract: _____ Approx. Date of Completion: _____

Reference: _____

Owner: _____

Business Address of Owner: _____

Business Phone No.: _____

Type of Work: _____

Contract Price \$: _____

Approx. Date of Contract: _____ Approx. Date of Completion _____

Reference: _____

Owner: _____

Business Address of Owner: _____

Business Phone No.: _____

Type of Work: _____

Contract Price \$: _____

Approx. Date of Contract: _____ Approx. Date of Completion: _____

Reference: _____

Owner: _____

Business Address of Owner: _____

Business Phone No.: _____

Type of Work: _____

Contract Price \$: _____

Approx. Date of Contract: _____ Approx. Date of Completion: _____

Reference: _____

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TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe a Police Interceptor SUV.

All deviations/exceptions to the following requirements must be noted otherwise it is expected that the exact specified equipment will be delivered, meeting all written specification. If there are no deviations/exceptions, the word "None" must be entered in the space provided and any deviations. If proposing an equal, literature and detailed specifications must be supplied. Bidders should attached additional sheets as necessary. Supplying manufacturer's specifications, brochures or other technical documents in lieu of this proposal format will not be accepted and will result in immediate rejection of bid.

MECHANICAL

- EcoBoost 3L V-6 gasoline direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Engine cylinders: V-6
- Spark ignition system
- Horsepower: 400 HP@5500 RPM
- Torque: 415 lb.-ft.@3500 RPM
- Engine oil cooler
- Heavy-duty radiator
- 10-speed automatic
- Automatic full-time AWD
- All-wheel drive
- Recommended fuel: premium unleaded
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Permanent locking hub control
- Standard ride suspension
- Gas-pressurized front shock absorbers
- Gas-pressurized rear shock absorbers
- 4-wheel disc brakes
- Front and rear ventilated disc brakes
- 4-wheel antilock (ABS) brakes
- Four channel ABS brakes
- Brake assist system
- Hill start assist
- Independent front suspension
- Strut front suspension
- Front anti-roll bar
- Front coil springs
- Independent rear suspension
- Multi-link rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Rack-pinion steering
- 2-wheel steering system

DEVIATIONS - LIST ANY _____

EXTERIOR

- Trailer wiring harness
- 4 doors
- Clearcoat paint
- Monotone paint – Paint code YZ (Oxford White)
- Body-colored bodyside cladding
- Black wheel well trim
- Black side window trim
- Black windshield trim
- Black door handles
- Body-colored front bumper
- Black front bumper rub strip
- Front tow hook
- Body-colored rear bumper
- Black rear bumper rub strip
- Black grille
- Black door mirrors
- Driver only LED spot lamp
- Standard style side mirrors
- Convex spotter in driver and passenger side door mirrors
- Video-feed rearview mirror (rear view camera)
- Conventional left rear passenger door
- Conventional right rear passenger door
- Liftgate rear cargo door
- P255/60RW18 AS BSW front and rear tires
- 18 x 8-inch front and rear black steel wheels

DEVIATIONS - LIST ANY _____

CONVENIENCE

- Power door locks
- Key fob activated door locks – Remote keyless entry fob w/o Keypad
- Keyed alike
- Power tailgate/rear door lock
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Auto-dimming rear-view mirror
- Power first-row windows
- Cargo area tray/organizer
- Driver footrest
- Power cargo area access release
- Fixed interval rear windshield wipers
- Heated rear wiper park
- Rear window defroster
- Fixed rear windshield
- Locking glove box
- 2 beverage holders
- Driver and passenger door bins
- Dashboard storage
- Retained accessory power
- PRND in IP
- Trip computer

DEVIATIONS - LIST ANY _____

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VEHICLE DELIVERY INFORMATION SHEET

Completed vehicle delivered within ____ days of award

The Township reserves the right to qualify any potential bidder as a responsible vendor. Therefore the delivery clause of this bid proposal shall be strictly adhered to. It is important to fill out as much information as possible in this section. The Township shall reject any proposal that does not completely answer the following information to the satisfaction of the Township.

Does vehicle need be ordered? **Yes** **No**

Is vehicle currently in stock? **Yes** **No**

If vehicle is currently in stock, please supply VIN _____

Completed vehicle will be delivered _____ days after award

The successful bidder shall deliver the vehicle and upon delivery a comprehensive walk around on the vehicle's features and maintenance schedule shall be given. Bidder must state in proposal the name, position, and contact information of this person and also submit his/her business card — NO EXCEPTIONS

Name

Position

Contact Info

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DOCUMENT CHECKLIST

Required	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Bid Proposal / Signatory Page	
<input checked="" type="checkbox"/>	Bidder Affidavit	
<input checked="" type="checkbox"/>	Ownership Disclosure Certification	
<input checked="" type="checkbox"/>	Affidavit of Non-Collusion	
<input checked="" type="checkbox"/>	Business Registration Certificate	
<input checked="" type="checkbox"/>	Acknowledgment of Receipt of Addenda	
<input checked="" type="checkbox"/>	Statement of Bidder Qualifications	
<input checked="" type="checkbox"/>	Affirmative Action Affidavit/Program Information	
<input checked="" type="checkbox"/>	Technical Specifications – List Deviations/Exceptions, if any	
<input checked="" type="checkbox"/>	Vehicle Delivery Information Sheet	

*This form should be submitted with the bid proposal.