

**BARNEGAT TOWNSHIP**  
**NOTICE TO BIDDERS**

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Notice to Bidders

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**A. GENERAL INSTRUCTIONS**

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of Barnegat Township in contracting the following equipment, services and/or materials.

Purchase of:

**QTY 3 – 2025 CHEVROLET TAHOE PPV (9C1) 4WD SUVS**

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the Bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the Bid as being non-responsive and not meeting specifications.

Plans and/or specifications may be reviewed and/or acquired at the Municipal Clerk’s office during normal business hours.

Sealed Proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No Bids will be accepted beyond the time specified.** The Township takes no responsibility for the receipt of Bids through the U.S. Postal Service or other courier services.

**B. PREPARATION OF BID PROPOSAL**

**1. Bid Submission**

All Bids must be submitted on the Proposal form furnished herein and must be enclosed in a sealed opaque envelope, with the name of the Bidder and the name of the project plainly and clearly marked on the outside as follows:

To: Barnegat Township  
Municipal Clerk  
900 West Bay Ave.  
Barnegat, NJ 08005

Proposal For:

Purchase of **QTY 3 – 2025 CHEVROLET TAHOE PPV (9C1) 4WD SUVS**

Submitted By: \_\_\_\_\_  
(Name of Bidder)

**2. Bid Opening**

At the time fixed, Bids will be opened and read publicly. All Bidders or their authorized representatives are invited to be present.

Date: 4-15-2025 Hour: 10:00 AM

### **3. Bid Completion**

The Bidder shall fill in all blank spaces in the Bid form using ink or typewriter and sign in ink. Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Proposal, or irregularities of any kind, may be cause for rejection by the Township. Bidders may Bid on any or all items or categories in this Bid, unless other stipulations are made in the specifications.

### **4. Conditional Bids**

Conditional Bids will not be accepted.

### **5. Time to Award Contract**

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of Bids will be made within this period.

### **6. Withdrawal of Bids**

Any Bid may be withdrawn or written request received from a Bidder prior to the time fixed for the Bid opening. No right to withdraw a Bid shall exist after the time specified for opening of Bids has arrived, or for sixty (60) days thereafter. The written request shall be signed by the Bidder.

### **7. Comparison of Bid Prices**

Prices must be submitted in words and in figures. In case of variance, the price in words shall prevail. The Township reserves the right to make all corrections based upon the foregoing, and comparison of all Bids will be based upon the correct total and the presumption that the price in words is the true intent of the Bidder.

### **8. Tax Exemption**

Prices quoted in all Bids shall exclude delivery (FOB destination) and be exclusive of all Federal, State or local taxes, from which the Township is exempt.

### **9. Term of Contract**

To be completed within 6 months of award of bid.

### **10. Right to Reject Bids**

The Township reserves the right to reject any and all Bids, to award in whole or in part, to waive immaterial defect or informality in any Bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Township to do so.

## **11. Material and Equipment Substitutions**

The service(s), material(s) and/or equipment installed and/or supplied, under this Contract shall meet the requirements of the Contract Documents, and no service(s), material(s) and/or equipment shall be ordered until reviewed by the Administrator or designated representative. All service(s), material(s) and/or equipment not otherwise specifically indicated shall be furnished by the Contractor.

The Contractor shall guarantee all service(s), material(s) and/or equipment he provides, in accordance with the guarantee provisions of the Contract, and the manufacturer's latest written specifications.

In order to establish standards of quality, the Administrator or designated representative has, in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

The Contractor shall document his submittal which shall include but is not limited to submitting on his letterhead, a full and detailed written comparison listing in detail each and every variation, referring to the paragraph and specifications to which the variation will apply, and shall also supply a sample and description of the item. The Contractor is made aware a general exception cannot be taken for every paragraph or item. Failure by the Contractor to submit the above information may be grounds for rejection of the Bid.

In all cases, the Administrator or designated representative shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving the same, at this own cost and expense, to the satisfaction of the Administrator or designated representative. In making such determination, the Administrator or designated representative may establish such criteria, as he may deem proper, that the proposed product shall meet in order for it to be approved, and he may require that the Contractor submit a complete description of the proposed product together with manufacturer's literature, specifications, drawings, cuts, performance and test data and other information pertinent to consideration of the proposed product. The Administrator or designated representative will not consider a product proposed by a Contractor if the latter, in the judgment of the Administrator or designated representative, has failed to act diligently in requesting approval of such proposed product.

The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Administrator or designated representative, in considering a product proposed by the Contractor, or by reason of the failure of the Administrator or designated representative, to approve a product by the Contractor.

Where the Administrator or designated representative approves a product proposed by a Contractor as being "equal" to a product specified in the Contract Documents and such proposed product requires a revision or redesign of any part of the work covered by this Contract, all such revision and redesign and all new drawings and details required therefore shall be subject to the approval of the Administrator or designated representative and shall be provided by the Contractor at his own cost and expense, and changes caused thereby in the work shall be done at the expense of the Contractor making the change.

Where the Administrator or designated representative approves a product proposed by a Contractor as being "equal" to a product specified in the Contract Documents and such proposed product requires a different quantity and/or arrangement of any other part of the work from that specified, detailed, or indicated in the Contract Documents, the Contractor shall provide the same at his own cost and expense.

If substitutions are approved by the Administrator or designated representative prior to the receipt of Bids, they shall be in the form of an Addendum to the Specifications. All Bids shall be based on furnishing products of the kinds specified or noted on the drawings, or approved by Addendum, so that all Bidders shall Bid under the same conditions.

In all cases, the burden of proving that proposed substitutes are equal to items specified or required by the drawings shall rest with the Contractor. Acceptance or rejection of substitutes by the Administrator or designated representative shall be final and binding. Failure to accept or reject on the part of the Administrator or designated representative, shall be deemed to be a rejection thereof.

## **12. Right to Change Quantities**

Barnegat Township reserves the right to increase or decrease the specified quantities or to substitute locations other than those designated or to omit part of the project for legal reasons or where, in the opinion of the Administrator or designated representative, the weather conditions do not permit carrying out of the operations in a satisfactory manner.

If any part is so withdrawn by Barnegat Township, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the work contemplated, or for work done prior to his having been authorized to proceed therewith.

## **13. U.S. Manufactured Products**

In accordance with N.J.S.A. 40A:11-18, only projects manufactured or farmed in the United States, wherever available, shall be used in connection with this Contract.

## **14. Return of Proposal Guarantee**

The Proposal guarantee of all Bidders except the three (3) apparent lowest responsible Bidders will be returned within ten (10) days after the opening of Bids, Sundays and Holidays accepted. The Proposal guarantee of the remaining unsuccessful Bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

## **15. Use of Proposal Guarantee as Liquidated Damages**

All deposits made with Bids hereon shall be returned to the person making the same as soon as the three lowest responsible Bidders are selected (except those deposits made by the lowest responsible Bidders) but, in any event, within thirty days after receipt of Bids. If the Bidder to whom the award is made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within ten (10) days, the award shall be vacated and the deposit forfeited as liquidated damages.

## **16. Required Signatures**

The firm, corporate or individual name of the Bidder must be signed in the space provided for signatures on the Proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the Bid must be accompanied by original evidence of the authority of the Bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a

condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

## **17. Technical Questions**

Any technical questions should be addressed to: Roger B. Budd Jr.  
900 West Bay Ave.  
Barnegat, NJ 08005  
609-698-6185 x111

## **C. BID REVIEW CRITERIA**

### **1. Qualifications of Bidder**

The Township reserves the right to make such investigations as it deems necessary to determine the ability of a Bidder to perform the work, and the Bidder shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any and all Bids if the evidence submitted by or investigation of such Bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

## **D. BIDDER'S CHECKLIST – FORMS TO BE SUBMITTED WITH BID**

This form is part of the Bid Package and must be duly initialed and submitted with the proposed Bid.

## **E. BID FORMS**

- 1. Consent of Surety Form - Waived**
- 2. Proposal Guarantee - Waived**
- 3. Individual, Partnership, Corporate Acknowledgement Form**
- 4. Corporate Partnership Statement Form**

In accordance with P.L. 2977, Chapter 33, all Bidders shall submit with the Bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10 % or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10 % or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached form to comply with this requirement.

***No other form is acceptable to the Township.***

## **5. Non-Collusion Affidavit Form**

Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto.

***No other form is acceptable to the Township.***

## **6. Statement of Responsibility**

Barnegat Township shall make such investigations as it deems necessary to determine the ability and competency of the Bidder to perform the work. The Bidder shall furnish evidence satisfactory to Barnegat Township that they have the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract and specifications by completing the enclosed Statement of Responsibility or Plant and Equipment Questionnaire. ***No other form is acceptable to the Township.***

## **7. Certificate of Bidder Showing Ability to Perform Contract**

## **8. Addendum Receipt (if applicable)**

## **9. Proposal Form**

Bids submitted on a form other than the Price Summary Proposal Form provided herein shall be rejected. Bid Bond, Consent of Surety and Performance Bond shall be submitted on the forms provided in these specifications. Substitution of surety company forms will not be permitted.

## **10. Proposal Price Summary**

## **11. Bidders Checklist**

## **2. Requirements Under Right to Know Act**

As required by the Workers' Right-to-Know Act, material safety data sheets must be submitted with signed Contract Documents, where applicable, concerning hazardous substances.

## **3. Prevailing Wage and labor Laws**

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be in compliance by the successful Bidder.

## **4. Additional Payment**

The successful Bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

## **5. Delivery of Materials**

The successful Bidder shall deliver proposed materials as needed to any location designated by the Township at the time of purchase. The materials shall be available pursuant to the delivery time stated on the Bid.

## **6. Testing/Final Inspection**

All materials, equipment, supplies and/or services delivered to or performed for the Township shall be subject to final inspection and/or testing by the Township or by other testing laboratories as the Township may designate. If the result of one or more of such tests indicates that any part of the materials, equipment, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, equipment, supplies or services to be provided under this Contract.

## **7. Defective Materials**

The materials, equipment, and/or supplies furnished shall be free of defect of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired without cost to the Township by the successful Bidder with the new equipment guaranteed for the period stated on the Bid proposal form.

## **8. Cancellation of Contract**

If the work to be done under this Contract shall be abandoned by the Contractor or if at any time the Township Administrator shall certify in writing to the Township Council that the performance of the Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or not in accordance with the terms hereof, the Township may annul the Contract or any part thereof by a written notice served upon the Contractor, and the Township may thereupon have the power to Contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Contractor.

The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the Contractor under and by virtue of the Contract. In case such expense shall exceed the amount which would have been completed by the Contractor, he or his surety shall pay the amount of such excess to the Township.

## **9. Assignment of Contract**

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any part thereof to anyone without the prior written consent of the Township.

## **I. BUSINESS REGISTRATION**

State law provides that prior to entry into a contract with a governmental agency, a contractor shall provide to the governmental copies of the Business Registration Certificate issued by the New Jersey Department of Treasury for the contractor and all subcontractors. Barnegat Township requests this document as part of the Bid package. Contractors are responsible for notifying subcontractors. Information on how a business can obtain a certificate or to register on line can be located on the internet at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm) or by phone (609) 292-1730, Department of the Treasury, Division of Revenue.



**CONSENT OF SURETY**

Attach Consent of Surety from a Surety Company, meeting the requirements described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

**Sample wording is as shown below:**

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for a consideration of the sum of \$ \_\_\_\_\_, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other

SAMPLE

\_\_\_\_\_ Insurance Company,  
(Name)

\_\_\_\_\_  
(Address)

valuable consideration, the existing under the laws of the State of New Jersey and licensed to do business in the state of New Jersey certifies and agrees, that if the contract for (Contracting Agency) \_\_\_\_\_ for; (Project) \_\_\_\_\_ is awarded to (Bidder) \_\_\_\_\_ the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
\_\_\_\_\_ Insurance Company

By \_\_\_\_\_  
(Name)  
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

**STOCKHOLDER STATEMENT OF OWNERSHIP**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District Contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the Bid (or accompanying the Bid) of said corporation or partnership there is submitted a statement which sets forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or all of its individual partners in the partnership who own a ten (10) percent or greater interest therein.

Date: \_\_\_\_\_, 20\_\_

Legal Name of Bidder: \_\_\_\_\_

Incorporated: \_\_\_\_\_

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

Street: \_\_\_\_\_

City: \_\_\_\_\_ State & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Listed below are the names and addresses of the 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.

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

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

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

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

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

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

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

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

[ ] We have no one person who owns ten (10) percent or more of the corporation or partnership.

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

(If extra space is required, add sheets as necessary.)

NOTE: THIS CORPORATION OR PARTNERSHIP STATEMENT IS MADE A PART OF THE CONTRACT AND MUST BE RETURNED WITH BID.

### NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }  
  } ss:  
COUNTY OF OCEAN }

I, \_\_\_\_\_ of the Township of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ being of full age, and duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Bidding in connection with the above project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with **full** knowledge that Barnegat Township relies upon the truth of the statements contained in said Proposal 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 \_\_\_\_\_ in accordance with N.J.S.A. 52:34-15. \_\_\_\_\_  
(Name of Contractor)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_ L.S.  
Notary Public in the State of New Jersey

Name: \_\_\_\_\_  
My commission expires on \_\_\_\_\_, 20\_\_

(Seal)

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with Barnegat Township to make available to the maker the plans, contract documents for Bidding purposes; and no rights, causes, claims at law or in equity shall arise on behalf of the maker against Barnegat Township for any use made thereof by Barnegat Township including the refusal to the maker of the right to Bid said work.

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Signature & Business Address of Bidder

Dated \_\_\_\_\_, 20\_\_

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT**

**PURSUANT TO NJSA 40A: 11 -20**

The undersigned Bidder hereby certifies to Barnegat Township that he/she owns leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which Bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have attached hereto a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed: \_\_\_\_\_

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

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

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**

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

Pursuant to Public Law 2012, c.25, any person or entity that submits a Bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity nor any of its parents, subsidiaries or affiliates is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries or affiliates is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO**  
**INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the Bidding person/entity or one of its parents, subsidiaries or affiliates engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS.  
PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.  
IF YOU NEED TO MAKE ADDITIONAL ENTRIES PLEASE ATTACH ADDITIONAL PAGES.**

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the Bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State; to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Print Name Signature Title Date

**TOWNSHIP BARNEGAT**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Certification:**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Barnegat is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Barnegat to notify the Township of Barnegat in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Barnegat and that the Township of Barnegat at its option may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

Bidder: \_\_\_\_\_

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

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

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

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

Barnegat Township  
900 West Bay Ave.  
Barnegat, NJ 08005

**Purchase of QTY 3 – 2025 CHEVROLET TAHOE PPV (9C1) 4WD SUVS**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

Barnegat Township  
900 West Bay Ave.  
Barnegat, NJ 08005

and the CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Township and Contractor hereby agree as follows:**

**1. Scope of Work**

The Contractor/Supplier agrees to furnish the services/materials/equipment/supplies specified in the Contract Documents in accordance with the terms of Contractor's Bid proposal dated \_\_\_\_\_ and the Township's notice of award of same dated \_\_\_\_\_.

**2. Time of Completion; Liquidated Damages**

The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall to the several parts thereof at such time and in such order as the Director or his designee may direct. The Contractor shall complete the whole of said work in accordance with the aforesaid Contract Documents, Plans, and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting, without prior approval of the Director.

In the event of default of completion within the time so fixed, the Contractor shall pay to Barnegat Township liquidated damages as set forth in the Bid document. Delay in performance under this Contract shall cause damage to the Township in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Township's right to pursue any and all available remedies in law and in equity against the Contractor.

**3. Contract Sum**

Based upon the unit prices and/or lump sum set forth in the Bid Proposal, the amount of the Contract, subject to the Township's requirements, is as set forth on the attached copy of the Bid Proposal Price Summary Page.

**4. Hold Harmless Agreement**

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the Township and its officers, against and from all suits and costs of every description, including but not limited to costs of



legal and any claims under the prevailing Wage Rate laws, and from all damages which may be brought against the Township or any of its officers, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective materials used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

## **5. Payment to Contractor**

In consideration of the Contractor's agreements set forth herein, the Township hereby agrees to pay the Contractor for the materials, when supplied in accordance with the specifications at the unit prices or lump sum prices Bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents.

## **6. Contract Documents**

The Contract documents as defined in the General Conditions and Instructions to Bidders are incorporated herein and made a part hereof by reference.

## **7. Affirmative Action Regulations**

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the General Conditions and Instructions to Bidders as well as any other affirmative action requirements set forth in the Contract Documents.

\

**INDIVIDUAL ACKNOWLEDGEMENT FORM**

STATE OF NEW JERSEY }  
  } ss:  
COUNTY OF OCEAN }

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me the subscriber, a Notary Public in the State of New Jersey, \_\_\_\_\_, personally appeared, (Name) who I am satisfied is the individual mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public in the State of New Jersey L.S.

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

My commission expires on \_\_\_\_\_, 20\_\_

(Seal)

**PARTNERSHIP ACKNOWLEDGEMENT FORM**

STATE OF NEW JERSEY}

} ss:

COUNTY OF OCEAN }

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the subscriber,  
a Notary Public in the State of New Jersey, \_\_\_\_\_, personally appeared,  
(Name)  
who I am satisfied is one of the partners of \_\_\_\_\_  
the co-partnership named as the firm party of the second part in the within Instrument, to whom I  
first made known in the contents thereof, and thereupon he acknowledged that he signed, sealed,  
and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Sworn and subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Notary Public in the State of New Jersey L.S.

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

My commission expires on \_\_\_\_\_, 20\_\_

(Seal)

**CORPORATE ACKNOWLEDGEMENT FORM**

STATE OF NEW JERSEY }  
 } ss:  
 COUNTY OF OCEAN }

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the subscriber, a Notary Public in the State of New Jersey, \_\_\_\_\_, personally  
 (Name of Secretary or Treasurer)

appeared, who being by me duly sworn, on oath, Says that he is the Secretary/Treasurer of \_\_\_\_\_; the Grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by \_\_\_\_\_ who was, at the date thereof president/vice president of said corporation, in the presence of this deponent, and said president/vice president at the same time acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed name to said instrument as an attesting witness to the execution thereof.

\_\_\_\_\_  
 (Signature of Secretary or Treasurer)

Sworn and subscribed to before me this  
 \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
 L.S.  
 Notary Public in the State of New Jersey

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

My commission expires on \_\_\_\_\_, 20\_\_

(Seal)

**PROPOSAL PRICE SUMMARY  
BARNEGAT TOWNSHIP**

**Purchase of: QTY 3 – 2025 CHEVROLET TAHOE PPV (9C1) 4WD SUVS**

We, the undersigned company, agree to furnish to Barnegat Township, County of Ocean, New Jersey, the following equipment, item(s) or service(s), in accordance with the attached technical specifications, at the price(s) given below:

**BASE BID**

A) \$ \_\_\_\_\_

In words: \_\_\_\_\_

TOTAL BASE BID \$ \_\_\_\_\_

In words: \_\_\_\_\_

In addition the undersigned has read the attached technical specifications, for the purchase of the following equipment, which are attached and made a part hereof, with compliance to individual items noted, and agrees to furnish such equipment, item(s) or service(s) at the price(s), as shown below, in the manner as indicated in the technical specifications. It is understood that the award of the Bid will be based upon the lowest price Bid, after analysis for compliance of the Bids submitted.

We, the undersigned hereby declare(s) (I), (we) have carefully examined the advertisement and technical specifications for the following equipment, and that (I) (we) will Contract to furnish and deliver said equipment, material(s) or service(s) as specified and delineated at the price stated in the schedule of prices following, said price being firm for the contract, as set forth in the specifications.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax#: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**ADDENDUM RECEIPT**

**(IF APPLICABLE)**

**RECEIPT OF THE FOLLOWING ADDENDUM TO THE SPECIFICATIONS FOR:**

**Purchase of: QTY 3 – 2025 CHEVROLET TAHOE PPV (9C1) 4WD SUVS**

Addendum # \_\_\_\_\_ Date \_\_\_\_\_

Is Acknowledged by: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print or Type Name)

\_\_\_\_\_ (Title)

Dated: \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax#: \_\_\_\_\_

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

**BIDDER'S CHECKLIST**  
**FORMS TO BE SUBMITTED WITH BID**

The following documents if checked must be submitted with the Bid. Failure to properly complete these documents and forward same with Bid may be grounds for rejection. Initial each item submitted with Bid.

	Req'd	Bidders Initials	Date
Consent of Surety Form	<u>N/A</u>	_____	_____
Surety Acknowledgement Form	<u>N/A</u>	_____	_____
Proposal Guarantee (Bid Security)	<u>N/A</u>	_____	_____
Individual, Partnership, Corporate Acknowledgement Form	<u>X</u>	_____	_____
Stockholder Statement of Ownership	<u>X</u>	_____	_____
Non-Collusion Affidavit Form	<u>X</u>	_____	_____
Statement of Responsibility	<u>X</u>	_____	_____
Certificate of Bidder Showing Ability to Perform Contract	<u>X</u>	_____	_____
Iran Investment Disclosure Form	<u>X</u>	_____	_____
Non-Involvement in Prohibited Activities in Russia/Belarus	<u>X</u>	_____	_____
Addendum Receipt (if applicable)	<u>X</u>	_____	_____
Proposal Form	<u>X</u>	_____	_____
Proposal Price Summary	<u>X</u>	_____	_____
Bidders Checklist	<u>X</u>	_____	_____
Business Registration Certificate	<u>X</u>	_____	_____
Technical Specifications (w/compliance indicated)	<u>X</u>	_____	_____

**This form is part of the Bid Package and must be duly initialed and submitted with the proposed Bid.**