

BID DOCUMENTS

FOR

CHIEF'S VEHICLE

BY THE

BOARD OF FIRE COMMISSIONERS

FIRE DISTRICT No. 1

TOWNSHIP OF HAZLET

COUNTY OF MONMOUTH, STATE OF NEW JERSEY

Notice to Bidders

PUBLIC NOTICE is hereby given that sealed bids will be received by the Commissioners of Fire District No. 1 in the Township of Hazlet, County of Monmouth, relative to the project entitled "Bid for Chief's Vehicle."

Said bids shall be called for and shall be received, opened, and read in public at the Town Hall, 1766 Union Ave., Hazlet, NJ 07730 at ___ p.m. prevailing time, on _____, _____, 2012.

Said bids shall be hand-delivered at the time and place stated for receipt of said bids or mailed prior thereto. No bid shall be delivered or accepted after the date and hour as designated herein and the risk of timely receipt of mailed bids is on the bidder. All bids through the mail shall be forwarded to the Board of Fire Commissioners, Hazlet Fire District No. 1, P. O. Box 5055, Hazlet, NJ 07730.

Bidders are required to comply with the requirements of P.L. 1975, Ch. 127, P.L. 1977, Ch. 33.

The appropriate resolution, bid specifications, proposal and other appropriate bid documentation relative to the aforementioned project may be obtained upon appropriate notice by prospective bidders during regular business hours from Richard M. Braslow, Esquire, 516 Fielders Lane, Toms River, New Jersey 08755, (732) 341-7537, the Commissioners' attorney.

The Commissioners of Fire District No. 1 in the Township of Hazlet, County of Monmouth hereby reserve the right to reject any and all bids and further reserve the right to waive any insubstantial irregularities in any bid.

BY ORDER OF THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF HAZLET COUNTY OF MONMOUTH

**The Commissioners of Fire District No. 1
in the Township of Hazlet, County of Monmouth**

RESOLUTION #

AUTHORIZING ADVERTISEMENT FOR BIDS FOR CHIEF'S VEHICLE

WHEREAS, the Commissioners of Fire District No. 1 in the Township of Hazlet, County of Monmouth, have approved the specifications for and have determined that they will advertise for sealed bids for a Chief's vehicle.

NOW, THEREFORE, be it RESOLVED by the Commissioners of Fire District No. 1 in the Township of Hazlet, County of Monmouth, as follows:

1. Specifications are hereby approved and incorporated herein by reference.
2. Bids to be submitted shall fully comply with the specifications.
3. The Commissioners shall advertise for the receipt of sealed bids for the above-named purpose or project.
4. Each bid shall be submitted as a written proposal in the manner designated in the specifications and shall be signed by the bidder. The bid shall be enclosed in a sealed envelope bearing the name and address of the bidder on the outside, specifically denoting on said envelope the name of the job for which said bid is submitted and addressed to the Board of Fire Commissioners, Hazlet Fire District No. 1, P. O. Box 5055, Hazlet, NJ 07730.
5. Specifications and form of bid may be inspected or obtained upon proper notice by prospective bidders during normal business hours at the office of the Commissioners' attorney, Richard M. Braslow, Esq., 516 Fielders Lane, Toms River, New Jersey, 08755, (732) 341-7537.
6. Sealed bids shall be called for and shall be received, opened and read in public at the Town Hall, 1766 Union Ave., Hazlet, NJ 07730, at ____ p.m. prevailing time, on _____, _____, 2012.

7. Said bids shall be hand-delivered at the time and place stated for the receipt of sealed bids or mailed prior thereto. No bid shall be delivered or accepted after the date and hour designated. All bids through the mail shall be forwarded to the Board of Fire Commissioners, Hazlet Fire District No. 1, P. O. Box 5055, Hazlet, NJ 07730.

8. The bid quote shall be net to the Commissioners and shall be excluded from any state or federal taxes and/or motor vehicle titling fees. It shall, however, be the obligation of the successful bidder to provide to the Commissioners, at the time of delivery of the vehicle, a clear and unencumbered title to the vehicle.

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

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

11. All bids shall be accompanied by security in the form of a certified or cashier's check or bid bond, made payable to the Commissioners of Fire District No. 1 in the Township of Hazlet, County of Monmouth, in the amount of 10% of the bid, but not exceeding \$20,000. This security shall be considered a guarantee that the bidder will, if awarded a contract by the Commissioners, enter into said contract and furnish any performance bond or other security as a guarantee or indemnification. THIS REQUIREMENT WILL NOT BE WAIVED.

12. Each bidder shall submit, in addition, a letter from a bonding company licensed to do business under the laws of the State of New Jersey stating that the company will furnish a performance bond in the amount of 100% of its bid if said bidder is awarded a contract by the Commissioners. THIS REQUIREMENT WILL NOT BE WAIVED.

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

14. Bidders are required to comply with the applicable statutory requirements and regulations adopted pursuant thereto, including but not limited to P.L. 1975, c. 127;

P.L. 1977, c. 33; P.L. 1963, c. 150; and P.L. 1933, c. 277, including all amendments thereto.

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

INSTRUCTIONS TO BIDDERS

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

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

3. **SUBMITTING PROPOSALS:** Enclosed, in a sealed envelope with the proposal, shall be submitted a Non-Collusion Affidavit, an Owner's List and a Statement of Compliance and appropriate bid security. THESE REQUIREMENTS SHALL NOT BE WAIVED, and failure to submit same will result in the automatic rejection of the bid.

4. **SUBLETTING AND ASSIGNING OF THE CONTRACT:** The successful bidder shall not sell, transfer, assign or otherwise dispose of the contract to any other party.

5. **DEVIATION FROM BID DOCUMENTS:** Any conditions, limitations or waivers included by a bidder with the proposal may cause rejection of said bid or of any item or part of said bid in the sole discretion of the Commissioners. In the alternative, the Commissioners may accept the bid proposal excluding any conditions, limitations or waivers as if same had not been set forth in the bid proposal, and by submitting proposals, all bidders consent to be bound hereby. Minor variations, however, from the specifications shall be accepted, provided that they do not materially impair the performance or the quality of the item or items described.

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

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

8. **LENGTH OF CONTRACT:** The vehicle to be supplied pursuant to the bid specifications shall be supplied to the Commissioners upon notification to said bidder of a pre-established delivery date and said vehicle shall be delivered by that successful bidder at no cost to the Commissioners to that site as mandated by the Commissioners. In any event, said vehicle shall be supplied to the Commissioners within 60 days from the date of the award of said contract. The inability of the bidder to supply the vehicle within that time as specified shall result in a breach of this contract and shall make the bidder subject to any penalties available to the Commissioners at law or equity or, in the discretion of the Commissioners, a penalty of \$25.00 per day for the first two weeks of default and \$50.00 per day for every day thereafter.

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

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

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

12. **AWARD OF CONTRACT:** The contract will be awarded to the lowest qualified responsible bidder. The Commissioners further reserve the right to reject any and all bids. The Commissioners further reserve the right to waive any insubstantial irregularities in any bid. The Commissioners shall consider the options referenced in determining an award of contract.

13. **WARRANTIES TO BE PROVIDED BY BIDDER:** The bidder shall provide, at the time of delivery of said vehicle to the Commissioners, the standard manufacturers' warranties and extended warranties relative to said vehicle, if available, setting forth the exact term of the extended warranties.

14. PAYMENT: Payment to the bidder relative to the vehicle to be supplied should this contract be awarded to said bidder shall be made by the Commissioners at their next regular meeting following acceptance of said vehicle and the compliance in providing all documentation as set forth in the bid documents.

15. EXAMINATION OF APPROPRIATE DOCUMENTATION AND SPECIFICATIONS: Each bidder shall thoroughly examine and become familiar with all bid documentation relative to the providing of the vehicle. By submitting a proposal, the bidder covenants and agrees that he has carefully examined the bid documentation and that from his own investigations, he has satisfied himself as to the nature of the work to be performed relative to said bid, and as a result of such examination, he fully understands the intent and purpose thereof and his obligations thereunder and that he will not make any claims for any right to damages because of any misinterpretations or misunderstandings of the bid specifications or other documentation or lack of information thereof.

16. PRICE ESCALATION: It is specifically understood and agreed between the bidder and the Commissioners that the bidder will absorb any escalation in the price of the vehicle provided hereunder above and beyond the bid quote.

17. AMERICAN GOODS: All prospective bidders shall utilize manufacturers in the United States when available relative to supplies and equipment to be provided under the subject contract.

18. BIDDERS AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF NEW JERSEY: It is specifically understood and agreed between the bidder and the Commissioners that the bidder must be authorized to transact business in the State of New Jersey if said bidder is to undertake said contract. By submitting said bid, the bidder does stipulate and represent to the Commissioners that the bidder is so authorized to transact business in the State of New Jersey. Specifically the bidder must comply with the requirement for business registration as required by New Jersey law and provide proof of same in accordance with the statute. This requirement will not be waived.

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

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977 c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

19. DETAILED SPECIFICATIONS: The more detailed specifications are attached hereto and made a part hereof.

20. PERFORMANCE BOND: Within 10 days of the award of the contract to the lowest qualified responsible bidder, the bidder to whom the contract has been awarded shall furnish and deliver to the Commissioners a surety corporation performance bond satisfactory to the Commissioners for a sum of not less than the total amount bid for the services to be performed. This performance bond shall be issued by a company licensed and authorized to do business under the Laws of the State of New Jersey. THIS REQUIREMENT SHALL NOT BE WAIVED.

21. DELIVERY OF THE VEHICLE PROVIDED TO THE COMMISSIONERS: It shall be the obligation of the successful bidder to provide the Commissioners with clear and unencumbered motor vehicle title. Same shall be provided at the time of the delivery of the vehicle to the Commissioners at the sole cost of the bidder. The vehicle shall be titled and registered during the year of delivery and acceptance of same by the Commissioners.

22. MISCELLANEOUS DOCUMENTATION: The bidder, at the time of the delivery of the vehicle, must provide the following documentation:

A. The original and two copies of the operations manual of the vehicle shall be delivered to the Commissioners. One certified copy of a parts list relative to said vehicle shall be provided, naming the manufacturer, the name of the parts and the part number, specifically including detailed information on all replacement parts of the vehicle.

B. Evidence that the vehicle has complied with any required testing as mandated by local state or federal laws, rules or regulations and proof that said vehicle either meets or exceeds state and/or federal pollution guidelines.

Non-Collusion Affidavit

STATE OF NEW JERSEY;

SS:

COUNTY OF _____;

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

(1) I am the _____ of the firm of _____,
the bidder making the proposal for the above-named project, and that I executed the said
proposal with full authority so to do; that said bidder has not, directly or indirectly entered into
any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above-named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the State of New Jersey relies upon the truth of the statements contained in said
proposal and in the statements contained in this affidavit in awarding the contract for said
project.

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

Sworn and Subscribed to before me this
_____ day of _____, 2012

Notary Public of New Jersey (seal)
My Commission Expires:

OWNER'S LIST

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

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

the bidder certifies the following information:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

STATEMENT OF COMPLIANCE

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

Attest:

_____ By: _____

Witness:

_____ By: _____

Dated: _____

PROPOSAL

**TO: The Commissioners of Fire District No. 1
in the Township of Hazlet, County of Monmouth**

The undersigned hereby declares that he/it has carefully examined the Notice to Bidders, Instructions to Bidders, Specifications and any other pertinent documentation relative to the bids requested by the Commissioners for a vehicle; that he/it has carefully examined all necessary matters in connection with this project; and that he/it will contract to carry out and complete said project as specified at the price outlined below.

It is understood that the total price stated by the undersigned is based upon the total price of performing all work in accordance with the specifications and will be the total price for the providing of said vehicle as set forth in the said specifications. Same will control in the awarding of the contract.

FOR THE PROVIDING OF THREE CHIEF’S VEHICLES
PURSUANT TO THE BID SPECIFICATIONS \$ _____

Dated: _____
Name of Company and Manufacturer

By: _____
Signature and Title of Authorized Representative

Address of Bidder:

BIDDERS CHECKLIST

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

Initials:

- () a. Owners List
- () b. Non-Collusion Affidavit
- () c. Business Registration and/or Public Works Registration Certificate
- () d. Bidders Bid Proposal
- () e. Statement of Compliance
- () f. Bid Security
- () g. Proposal Restrictions to Specifications

BIDDER'S SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING
ON BEHALF OF BIDDER

CONTRACT

This agreement is made on this _____ day of _____, 2012, by and between

**THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF HAZLET, COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

hereinafter referred to as the PURCHASER; and,

hereinafter referred to as the SELLER.

WITNESSETH: The PURCHASER and the SELLER, for the consideration hereinafter specified, agree as follows:

ARTICLE I: SCOPE OF AGREEMENT. The SELLER covenants and agrees to provide the PURCHASER with Chief's Vehicle, as described in the proposal constituting part of the contract documents and all terms of the bid documents provided to the SELLER. In the event of any conflict between the bid proposal and the bid documents, the latter shall govern.

ARTICLE II: TIME OF DELIVERY. The Chief's Vehicle shall be delivered in accordance with the bid documents. Failure to deliver as scheduled shall result in a breach of this contract and make the SELLER subject to any penalties available to the PURCHASER at law or equity or, at the discretion of the PURCHASER, a penalty of \$50.00 per day for the first two weeks of default and \$100.00 per day for every day thereafter.

ARTICLE III: PAYMENT. The PURCHASER agrees to pay to the SELLER for said Chief's Vehicle delivered and accepted by the PURCHASER. Unless otherwise agreed between the parties, the SELLER shall deliver the Chief's Vehicle to the PURCHASER pursuant to the bid documentation. Payment for same shall be made following acceptance of the Chief's Vehicle at the next regular meeting of the PURCHASER. Acceptance of payment by the SELLER shall be deemed to be a release in full of all claims against the PURCHASER arising out or by reason of the delivery of the Chief's Vehicle.

The contract price is \$ _____.

ARTICLE IV: INDEMNIFICATION. The SELLER will indemnify and save harmless the PURCHASER, its officers, agents or servants and each and every one of them, against and from all suits and costs of every type and description, including royalties, fees or claims for the use of patented methods, of patented rights or copyrights and from all damages to which the PURCHASER, or any of its officers, servants or agents, may be put by reason of injury to the person or property of another, resulting from negligence or omission on the part of the SELLER or its agent.

ARTICLE V: DEFAULT. In addition to the provisions of Article II above, in the event of default by the SELLER, the PURCHASER shall be entitled to such damages as may be permitted by law or equity.

ARTICLE VI: BINDING EFFECT. This contract shall be binding upon the PURCHASER, its successors and assigns, and upon the SELLER, its successors and assigns.

ARTICLE VII: RISK OF LOSS. The SELLER shall bear the risk of loss until the Chief's Vehicle are delivered and accepted by the PURCHASER.

ARTICLE VIII: ASSIGNMENT. Neither SELLER nor the PURCHASER shall assign, transfer or encumber any of its rights or duties pursuant to this agreement without the written consent of the other.

ARTICLE IX: WAIVER. Failure of the PURCHASER in any one or more instances to insist on the performance of any of the terms of this contract or to exercise any right or privilege conferred herein or the waiver of any breach of any terms of this contract shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

ARTICLE X: NOTICES. Notice provided for hereunder shall be deemed given when mailed, certified mail, return receipt requested, to the address of the SELLER as set forth in the bid proposal or such other address as may subsequently be furnished in writing to the SELLER; or upon personal delivery to either party or four days following regular mail deposit in an authorized U.S. Postal Service mail receptacle.

ARTICLE XI: AFFIRMATIVE ACTION COMPLIANCE. During the performance of this contract, the SELLER agrees as follows:

- (a) 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 or sex. The contractor will take affirmative action to insure 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 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 election 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 contracting officer setting forth the provisions of this non discrimination clause.
- (b) 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 or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which he 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.

No monies may be paid hereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action program approved by the State Treasurer, except for those subcontractors exempt by virtue of R.S. 10:35-34. Furthermore, to the extent applicable, the provision of R.S. 10:21-1 are herein incorporated by reference as if set forth at length.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed on the date and year first written above.

ATTEST/WITNESS

THE COMMISSIONERS OF FIRE DISTRICT NO. 1 IN
THE TOWNSHIP OF HAZLET, COUNTY OF
MONMOUTH, STATE OF NJ

ATTEST/WITNESS

Detailed Specifications