

## NOTICE TO BIDDERS

Notice is hereby given that sealed bid Proposals will be received by the Township of Galloway on Wednesday, August 10, 2016 AT 11:00 AM in the Office of the Township Clerk, 300 East Jimmie Leeds Road, Galloway, New Jersey 08205, at which time and place bids will be opened and read in public for:

### FIRE APPARATUS MAINTENANCE

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and "FIRE APPARATUS MAINTENANCE" on the outside and addressed to Galloway Township Clerk at the address above.

Any Bid Addenda will also be issued on the website. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Specifications and instructions to bidders may be obtained at the Purchasing Office or through the Township website at [www.gtnj.org](http://www.gtnj.org).

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Dennis Krause, QPA  
Purchasing Agent

## INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

### 1. SUBMISSION OF BIDS

- A. Instructions, forms and specifications may be obtained online @ [www.gtnj.org](http://www.gtnj.org) or by mail from the Township of Galloway Purchasing Office, 300 E. Jimmie Leeds Road, Galloway NJ 08205.
- B. Sealed bids will be received by the Township of Galloway on August 10, 2016 at 11:00 am as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid, including the specification section shall be submitted in a sealed envelope: (1) addressed to the Township of Galloway, Township Clerk, 300 E. Jimmie Leeds Road, Galloway New Jersey, 08205, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title.
- D. It is the bidder's responsibility that bids are presented to the Township of Galloway at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. The Township reserves the right to postpone the date for presentation and opening of Proposals and will give written notice of any such postponement to each prospective bidder as required by law.
- F. Multiple Proposals Not Accepted – More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

### 2. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

NO BID GUARANTEE REQUIRED FOR THIS BID

BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

#### **[ ] CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

#### **[ ] PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

### **3. QUOTATIONS, PROPOSALS AND FORMS**

- A. The Township of Galloway is exempt from any local, state or federal sales, use or excise tax. Galloway Township will not pay service charges such as interest and late fees. The Federal Employer's identification for the Township of Galloway is IRS #21-0742377.
- B. The Township of Galloway or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications The Township is rated by Dun and Bradstreet.
- C. Proposals must be signed in ink by bidders; all quotations shall be made with a typewriter or pen and ink. Any quotations showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- D. Failure to sign and give all information in the bid may result in the bid being rejected.
- E. Estimated Quantities (Open-End Contracts, Purchase as needed) – The Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover it's requirements; however past experience shows that the amount ordered may be different than

that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

- F. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contractor (FOB destination, freight prepaid) and placement as designated by the Township. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.
- G. Any bidder may withdraw his bid at any time before the time set for receipt of Proposals. No bid may be withdrawn in the 60 day period after the Proposals are received.
- H. All forms shall be completed and attached to the bid proposal. **BIDDER IS ALERT TO THE BID DOCUMENT LIST PAGE.**

#### **4. INTERPRETATION AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation must be received at least (10) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- D. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- E. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

## **5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between the materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature will not suffice in explaining exceptions. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.**
- B. It is the responsibility of the bidder to document to demonstrate the equivalency of Item(s) offered. The Township reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.**
- C. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.**
- D. Wherever practical and economical to the Township of Galloway, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.**

## **6. AWARD OF BID**

- A. The Township reserves the right to accept or reject any or all Proposals, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.**
- B. The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Township. Without limiting the generality of the foregoing, the Township reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.**
- C. The Township reserves the right to award equal or tie Proposals at their discretion to any one of the tie bidders.**
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Township may then, at its option, accept the bid of the next lowest responsible bidder.**
- E. The effective period of this contract will be two years with one option year unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the calendar 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 this contract.**
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.**

- G. In the case of default by the bidder or contractor, the Township of Galloway may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

**7. [ ] NEW JERSEY PREVAILING WAGE ACT (When Applicable)**

- A. Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

**8. [ ] THE PUBLIC WORKS CONTRACTORS REGISTRATION ACT**

- A. N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid Proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.
- B. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (NJSA 34:11-56.25 et seq.). It applies to contractors based in New Jersey or in another state.
- C. The law defines "public works projects" as contract for "public work" as defined in the Prevailing Wage statute (NJSA 34:11-56.25(5)). The term means:
- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
  - "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
  - "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

- D. To register, a contractor must provide the State Department of labor with a full and accurately completed application form. The form is available online at: [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html) N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

## **9. NON-COLLUSION AFFIDAVIT**

- A. The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

## **10. NON-DISCRIMINATION**

- A. There should be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

## **11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

- A. No firm may be issued a contract unless it complies with the EEO/AFFIRMATIVE ACTION REGULATIONS of PL 1975, c.127 as amended from time to time, and the AMERICANS WITH DISABILITIES ACT.
- B. Procurement, professional and Service Contracts.
- I. All successful vendors must submit prior to an award of the contract one of the following:
    1. A photocopy of a Federal Letter of Affirmative Action Plan Approval, or
    2. A photocopy of a their State Certificate of Employee Information Report, or
    3. A photocopy of completed Affirmative Action Employee Information Report: (Form AA 302) Available at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)
- C. Construction Contracts.
- H. All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (Form AA 201) available online at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

## **12. WORKER AND COMMUNITY RIGHT TO KNOW ACT**

- A. The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

## **13. STATEMENT OF CORPORATE OWNERSHIP**

- A. Accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner 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 that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

## **14. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

- A. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

## **15. INSURANCE AND INDEMNIFICATION**

- A. The successful bidder shall purchase and maintain such insurance described in the following schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from contractor's performance and furnishing of the work and contractor's other obligations under the contract documents, whether it is to be performed or furnished by contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.
- B. Contractor shall be required to name the Township of Galloway as an "Additional Insured" on the contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed contract documents, contractor shall provide the Township of Galloway with a certificate of insurance indicating that the insurance coverage as described in Section VI, and as

is appropriate for the work being performed and furnished, has been obtained and the Township of Galloway has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Township of Galloway with a certificate of insurance indicating the continuation of insurance coverage and designating the Township of Galloway as an "Additional Insured".

C. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

**1. Worker's Compensation Insurance**

- Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

**2. General Liability Insurance**

- During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

**3. Automotive Liability Insurance**

- During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**4. Garage Keeper's Legal Liability**

Minimum limits - \$5,000,000.00 per occurrence.

**5. Notice of Cancellation**

- The cancellation Notice on the insurance policy must read as follows:  
"It is understood and agreed that sixty (60) days advanced written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change in Coverage will be mailed to the Purchasing Agent.

**6. Continuation of Coverage**

- If any of the above coverage's expires during the term of this contract, the bidder shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

## **INDEMNIFICATION – HOLD HARMLESS AGREEMENT**

- A. The bidder, if awarded a contract, agrees to defend, pay on behalf of, indemnify, and hold harmless the Township of Galloway, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township of Galloway against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township of Galloway, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township of Galloway, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
- B. The vendor shall be required to sign a hold harmless agreement upon execution of the contract and award.

## **16. PAYMENT**

- A. Payment shall be made after a properly executed Township voucher has been received and formally approved on the bill list by the Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

## **17. TERMINATION**

- A. **DEFAULT – Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written notice to the Contractor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.**
- B. **UNCONDITIONAL TERMINATION FOR CONVENIENCE - The Township may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.**
- C. **TERMINATION FOR DEFAULT - If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the Contractor has failed to remedy the problem after being forewarned.**
- D. **TERMINATION BY THE TOWNSHIP - If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.**

## **18. ADDITIONS / DELETIONS OF SERVICE**

- A. The Township reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.
19. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.
20. Bidders shall not write in margins or alter the official content or requirements of the Township bid documents.

## **21. SPECIFICATIONS**

- A. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the Proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

## **22. AMENDMENTS TO N.J.S.A. 2C:21-33 et. Seq. "TRUTH IN CONTRACTING"**

- A. New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

## **23. NEW JERSEY BUSINESS REGISTRATION PROGRAM (BRC)**

- A. Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:  
[www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml)

## **24. "PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT PL 2005, Chapter 271, section 3 Reporting (N.J.S.A. 19:44A-20.27)**

- A. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- B. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- C. At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at: [www.elec.stste.nj.us](http://www.elec.stste.nj.us)
- D. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) or 609-292-8700

## **25. NON-ALLOCATION OF FUNDING TERMINATION**

- A. Each calendar year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular calendar year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

## **26. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS**

- A. Public funds may be used to pay only for goods delivered or services rendered. Galloway Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees

## **27. FIRM FIXED CONTRACT**

- A. This is a firm fixed contract, prices firm, FOB Township locations. No price escalation. The vendor shall void the contract and permit the Township to solicit open market pricing should any price increase or surcharge be imposed.

## **28. W-9**

- A. Successful bidder/respondent shall complete W-9 Form and submit to purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

## **29. PUBLIC EMERGENCY**

- A. In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any bidder on this contract.

## **30. SOURCE OF SPECIFICATIONS / BID PACKAGES**

- A. Official Township bid packages for routine goods and services are available by request from [www.gtnj.org](http://www.gtnj.org) at no cost to the vendor. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied specifications.

### 31. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract shall be required to complete the certifications contained herein and 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 can be found on the Division's website @ [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders are required to review the list prior to completing the certifications. **Failure to complete the certifications will render a bidder's proposal nonresponsive by the Township.** If the Director finds a person or entity to be in violation of law, that they 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.

**AMERICANS WITH DISABILITIES ACT 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Township of Galloway (hereafter "Owner") do hereby agree that the provisions of Title II 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Galloway 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 Township of Galloway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Galloway, 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 Township of Galloway's grievance procedure, the Contractor agrees to abide by any decision of the Township of Galloway, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Galloway or if the Township of Galloway incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township of Galloway shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Township of Galloway or any of its agents, servants, and employees, the Township of Galloway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township of Galloway or its representatives.

It is expressly agreed and understood that any approval by the Township of Galloway 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 Township of Galloway pursuant to this paragraph.

It is further agreed and understood that the Township of Galloway 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 Township of Galloway from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-36 et seq. and N.J.A.C. 17:27

#### Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable will, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(CONTINUED)**

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Submitted by:

\_\_\_\_\_  
(Name of the Firm)

Name:

\_\_\_\_\_  
(Please print or Type)

Signature:

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

Dated: \_\_\_\_\_

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?    Yes     No   
If yes, please submit a photo copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?    Yes     No   
If yes, please submit a photo copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

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

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

## BID DOCUMENT SUBMISSION CHECKLIST

Required  
With  
Bid

Read, Signed  
and Submitted  
(Bidder's initials)

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**

- Disclosure of Ownership Form \_\_\_\_\_
- Affidavit of Non-Collusion, properly notarized \_\_\_\_\_
- Required Evidence EEO/Affirmative Action Regulations Questionnaire \_\_\_\_\_
- Acknowledgement of Receipt of Addenda (To be completed if Addenda are issued) \_\_\_\_\_
- Disclosure of Investment Activities in Iran Statement \_\_\_\_\_
- Bid Guarantee (bid bond or certified/cashier's check)  
(Power of Attorney for full amount of Bid Bond) \_\_\_\_\_
- Consent of Surety (Certificate from Surety Company) Bids over \$100,000.00 \_\_\_\_\_
- Surety Disclosure Statement and Certification \_\_\_\_\_

**B. MANDATORY ITEM(S) REQUIRED NO LATER THAN TIME PERIOD INDICATED  
SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE**

- Business Registration Certificate – Bidder \_\_\_\_\_
- Public Works Registration Certificate(s) for the Bidder & Designated Subcontractors  
(Prior to Award, but effective at time of bid) \_\_\_\_\_
- License(s) or Certifications(s) Required by the Specifications  
(Submit documents with bid response) \_\_\_\_\_

**C. READ ONLY**

- Americans with Disability Act of 1990 Language \_\_\_\_\_

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

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

Print Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**RIGHT TO EXTEND – TIME OF AWARD**

The Township of Galloway is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Township of Galloway require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the Township of Galloway, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

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

By authorized Representative:

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

Print Name and Title: \_\_\_\_\_

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

Type of Product or Service Offered: \_\_\_\_\_

\_\_\_\_\_

**DISCLOSURE STATEMENT**

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Municipal Officer or employee or member of his/her immediate family shall have an interest in a business organization or engaging in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest.

In furtherance thereof, every bidder must disclose below, being a Galloway Township officer or employee or whether an immediate family member is a Galloway Township officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder or a member of the bidder's immediate family, or anyone having an interest in the bidder's business organization including their immediate family members, an officer or employee of Galloway Township?

NO \_\_\_\_\_

YES \_\_\_\_\_

S\ \_\_\_\_\_

\*President, Vice president or Signature of  
Authorized Representative

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

\_\_\_\_\_  
Title

If yes, provide the name of the individual and identify the position held.

NOTE: all terms used herein are to be construed in accordance with their meaning under the Local Government Ethics law Cited above

**\*\* FAILURE TO SIGN THIS AFFIDAVIT BY A DULY AUTHORIZED COMPANY OFFICIAL WILL RESULT IN REJECTION OF THIS PROPOSAL.**

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a partnership, then the statement shall set forth the names and addresses of all partners who own 10% or greater interest in the partnership.
2. If the professional service entity is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or greater interest in the partnership.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- II. No Stockholder or Partner owns 10% of more of the company providing this submission:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

\_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Limited liability Corporation

\_\_\_\_\_ Limited Liability Partnership

\_\_\_\_\_ Subchapter S Corporation

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NON COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making the Proposal for the bid entitled  
\_\_\_\_\_, and that I executed the said proposal with full  
(title of proposal)

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 Township of Galloway 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 under standing for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by \_\_\_\_\_  
(name of contractor)

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledgement Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please place a check mark here, when no addenda were received:

Acknowledgement for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of the Authorized Representative)

Name: \_\_\_\_\_  
(Please Print or Type)

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

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

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

### PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

FAILURE TO CHECK ONE (1) OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid 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/purchase/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 nonresponsive. If the Director finds a person or entity to be in violation of law, that they 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 New Jersey 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 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. 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 Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive 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.

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.**

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

Relationship to Bidder/Vendor: \_\_\_\_\_

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

\_\_\_\_\_

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

Bidder/Vendor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

**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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

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

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

Bidder/Vendor: \_\_\_\_\_

BID PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and the advertisement for the equipment or project described and that he will contract to supply the equipment or project in accordance with said specifications.

A Bid Bond, Certified Check or Cashier's Check in the amount of \$\_\_\_\_\_ 10% of the amount bid, not to exceed \$20,000.00 made payable to the Township of Galloway Treasurer, accompanies the proposal.

Bid Bond NOT required.

Bid due on or before AUGUST 10, 2016 AT 11:00 AM

---

(A CORPORATION)  
The undersigned is (AN INDIVIDUAL) under the laws of the State  
(A PARTNERSHIP) of \_\_\_\_\_

having principle location at:

\_\_\_\_\_

COMPANY

ADDRESS

DATE \_\_\_\_\_

ADDRESS

SIGNATURE

**Galloway Township Fire Company**  
**Galloway Township, New Jersey**

**Specification:**

**Preventative Maintenance and Repairs to Fire Apparatus**

**2016 – 2017**

**BIDDER GENERAL INFORMATION:**

Phone: \_\_\_\_\_ After Hours: \_\_\_\_\_ Fax: \_\_\_\_\_

FACILITY:  Heavy Duty Truck Shop  Fire Apparatus Shop  Both Trk/Fire  Other

Overhead Doors: Number \_\_\_\_\_ Height \_\_\_\_\_ ft Width \_\_\_\_\_ ft

Number of Service Bays: \_\_\_\_\_ Service Bays for Large Vehicles \_\_\_\_\_

Exterior Shop Condition:  Good  Fair  Poor

Interior Shop Condition:  Good  Fair  Poor

Is your Service Department parking area secure? \_\_\_\_\_

Distance from Service Center to Township Complex, 300 E. Jimmie Leeds Rd Galloway NJ 08025 \_\_\_\_\_

**PERSONNEL:**

General Manager: \_\_\_\_\_ Service Manager: \_\_\_\_\_

Service Writer: \_\_\_\_\_ Parts Manager: \_\_\_\_\_

Shop Foreman: \_\_\_\_\_ Service Clerk: \_\_\_\_\_

# of Mechanics: \_\_\_\_\_ 1<sup>st</sup> Shift \_\_\_\_\_ 2<sup>nd</sup> Shift \_\_\_\_\_ 3<sup>rd</sup> Shift

Days of Operation: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Number of ASE Certified Technicians: \_\_\_\_\_ Number of emergency Vehicle Technicians (EVT) \_\_\_\_\_

**SERVICES OFFERED:**

<input type="checkbox"/> DOT Inspection	<input type="checkbox"/> AC Recycling	<input type="checkbox"/> Tire Service	Other _____
<input type="checkbox"/> Diesel Eng Overhaul	<input type="checkbox"/> Body Shop	<input type="checkbox"/> Service Truck	
<input type="checkbox"/> Brake Repair	<input type="checkbox"/> Tire Balance	<input type="checkbox"/> Tow Truck	_____
<input type="checkbox"/> Suspension/Steering	<input type="checkbox"/> Hydraulic Work	<input type="checkbox"/> Welding	_____
<input type="checkbox"/> Trans. Replacement A/t	<input type="checkbox"/> Alignment Rack	<input type="checkbox"/> NJ Emissions Testing	_____
<input type="checkbox"/> Electrical Repairs	<input type="checkbox"/> Brake Lathe	<input type="checkbox"/> Fuel Injection Services	_____

**BIDDER GENERAL INFORMATION CONTINUED:**

**DIESEL ELECTRONIC DIAGNOSTIC TOOLING / SOFTWARE:**

<input type="checkbox"/> Detroit Diesel	<input type="checkbox"/> Cummins	<input type="checkbox"/> Caterpillar	<input type="checkbox"/> Mack	<input type="checkbox"/> International	<input type="checkbox"/> Alison Transmission
---	----------------------------------	--------------------------------------	-------------------------------	--	--

**AUTHORIZED WARRANTY REPAIR SERVICES OFFERED:**

<input type="checkbox"/> Detroit Diesel	<input type="checkbox"/> KME	<input type="checkbox"/> Other _____
<input type="checkbox"/> Cummins	<input type="checkbox"/> E-ONE	<input type="checkbox"/> Ford _____
<input type="checkbox"/> Caterpillar	<input type="checkbox"/> Pierce	<input type="checkbox"/> Hale _____
<input type="checkbox"/> Mack	<input type="checkbox"/> Spartan	<input type="checkbox"/> HME _____
<input type="checkbox"/> International	<input type="checkbox"/> Waterous	<input type="checkbox"/> Darley _____
<input type="checkbox"/> Alison Transmission	<input type="checkbox"/> America La France	<input type="checkbox"/> PACAR _____

**REFERENCES: Please provide three (3) accounts serviced under similar contracts**

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Company: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Company: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Company: \_\_\_\_\_

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

**GALLOWAY TOWNSHIP FIRE DEPARTMENT  
SPECIFICATIONS FOR  
PREVENTIVE MAINTENANCE AND REPAIR TO FIRE APPARATUS**

**GENERAL**

The Galloway Township Fire Department fleet is comprised of both Municipal and Company owned vehicles with apparatus housed at five separate stations. The department is seeking qualified vendors to provide preventative maintenance, periodic inspections and repair services to Township fire apparatus.

This bid has been divided into seven categories: Section "A" heavy duty diesel truck repair/maintenance, Section "B" custom fire body / pump repair/maintenance, Section "C" annual NFPA fire pump/hose testing certification, Section "D" annual NFPA fire hose testing certification, Section "E" NFPA ground & aerial ladder testing certification and Section "F" air compressor maintenance & air quality sampling.

**PREVENTIVE MAINTENANCE/INSPECTION (PM)**

Will cover "menu pricing" for preventive maintenance and inspection to Emergency Fire Vehicles cabs, chassis, fire pumps, fire bodies and power train systems. The successful bidder must also be qualified to conduct annual fire pump testing/certification as per manufactures requirements, and NFPA standards. The Township will deliver and pickup all fire apparatus.

**SCOPE OF CONTRACT**

This contract will include necessary repair, maintenance and inspections required on township owned fire apparatus. The five independent Volunteer companies at their discretion may also choose to utilize this contract.

**PERIOD OF CONTRACT**

The contract shall be for one year with two option years.

**BID EVALUATION**

Bids received will be evaluated by representatives designated by the Township Fire Chief. Contract awards will be made on the basis of the following criteria:

- Service Facility (Security, able to house large vehicles, condition)
- Vendors demonstrated capabilities and qualifications
- Quality of parts, lubricants and proven supply
- Labor Rates and Parts Pricing
- Hours of operation
- Emergency break down support
- Warranties
- Past history of service

The Township reserves the right to make multiple awards based on the bid categories. The Township also reserves the right to, before awarding the contract, to require a bidder to submit evidence of his qualifications as may be deemed necessary. Documentation, which may be required, is financial soundness, technical competency and other pertinent qualifications of a bidder. The Township may at its discretion conduct a facilities inspection prior to bid award.

## **FLEET DESCRIPTION**

### **Galloway Township Owned Vehicles:**

- (10) Class A Engines
- (2) Ladder Trucks
- (2) Water Tenders / Tanker
- (1) heavy Rescue Truck

### **Fire Company Owned Vehicles:**

- (2) Brush Units
  - (3) Utility / Special Operation Trucks
  - (1) Articulated Water Tender / Tanker
  - (7) Light Duty Command Vehicles
- The decision whether to utilize the vendor services are the sole discretion of the individual companies. All specification terms and discounts extend to the fire companies. Financial responsibility for all incurred work to individual fire company vehicles rest with the companies.
- Bidder's may inspect the fire apparatus prior to submitting bids and are encouraged to do such. Please contact the Township Purchasing Agent at 609-652-3700 x233 to arrange for an inspection.

## **FACILITIES**

The bidder's fixed facility must be properly equipped with sufficient tooling, diagnostic equipment, service manuals and parts inventories to efficiently repair and maintain the fleet. The facilities overhead doors and service bays must be ample enough to house the largest piece of township equipment overnight. The facility should have ample and secure parking.

## **PERSONNEL**

The bidder shall at all times maintain adequate staffing to provide quick and competent repairs. The bidder should employ ASE truck technicians and or EVT technicians depending on the type of services being offered. Further the contractor should have competent management / supervision on site at all times. All technicians, supervisors or shuttle drivers must possess the proper level CDL while road testing or delivering any Township Fire Trucks.

## **REFERENCES**

Each bidder will provide at least three (3) references, including contact person and telephone number, for similar contracts completed within the last three years.

## **LABOR**

Each vendor will ensure that technician skill and training levels match the tasks assigned. Vendor will submit a brief synopsis describing labor billing practices. The synopsis should indicate if standard labor time guidelines will be used for billing. Regardless of billing systems used all labor billing should be fair and in keeping with industry standards.

It is understood that certain repairs will require troubleshooting, diagnostic or straight time. The Fire Department secretary should be notified if troubleshooting will extend beyond a two hour period. The fire department at their discretion may send a representative to the vendor's location to discuss repair options.

## **PARTS**

All parts supplied under this contract will be new. The parts should be of the same quality and specification as the OEM parts removed. The use of remanufactured parts may be utilized with the Township Chiefs approval.

Each vendor will submit a brief synopsis describing the methods used for parts procurement and methods used to determine part level discounts / pricing. All parts removed from Township fire apparatus remain the property of the Township and should be returned or retained until payment of the final billing invoice is received.

## **LUBRICANTS**

All lubricants used will meet the manufactures recommendations for grade and viscosity. All fluid charges will be for actual quantities used. Each invoice should identify brand, weight and grade.

## **REPAIR ORDERS / INVOICES**

All repair orders should be descriptive and detailed. All parts, fluids and lubricants used should be identified by part number and indicate quantities used. All repair orders will also include vehicle information, unit numbers, mileage and purchase order numbers.

## **ESTIMATES**

Each repair in excess of \$250.00 will require an estimate of repair costs. All estimates will be approved by the Township Fire Chief.

## **WARRANTIES**

Each vendor will state their normal parts and labor warranty coverage's in this bid proposal. All parts and labor services carry a minimum of ninety (90) day warranty.

## **TRAVEL TIME**

In most circumstances a member of the fire company will deliver the equipment to the vendor for service. Vendors that offer pickup and delivery services should state such in their bid proposals and indicate the complete round trip cost.

Road calls normally will not be ordered unless the vehicle is inoperable or unsafe, and the cost of the road call is less than the towing charges.

**HEAVY DUTY DIESEL TRUCK REPAIR / MAINTENANCE (SECTION A)**

**Qualifications:**

The qualified bidder should possess the skill, training, certifications, tooling and equipment, repair manuals and parts inventories required to diagnose repair and maintain all medium and heavy duty diesel truck chassis. The following list is an example of the type of systems normally serviced and repaired under this category.

- Diesel Engines: Cat, Cummins, Detroit Diesel, and Mack (Mid-range and large bore engines)
- Brake systems Air, Hydraulic and Air over Hydraulic
- Allison Automatic Transmission
- Suspension / Steering Systems
- Fuel Systems Electronic / Mechanical
- Heavy Duty Cooling Systems
- Truck Charging and Electrical Systems
- Heavy Duty Rear Axle
- Exhaust Systems
- Air Conditioning Systems

**Services to be rendered:**

The following services will be performed during each PM visit

	<u>COST</u>
• Complete Federal D.O.T. Inspection	\$ _____
• Change Engine Oil and Oil Filter	\$ _____
• Change Fuel Filter	\$ _____
• Lubricate Chassis	\$ _____
• Change Wiper Blades	\$ _____
• Change Ext. Trans. Filter	\$ _____
• Change Rear Axle Lube	\$ _____

HOURLY RATE: \$ \_\_\_\_\_

2<sup>ND</sup> Year Contract Price Increase on Parts, Labor, & Fluids % \_\_\_\_\_

3<sup>RD</sup> Year Contract Price Increase on Parts, Labor, & Fluids % \_\_\_\_\_

**CUSTOM FIRE BODY / FIRE PUMP REPAIR / MAINTENANCE (SECTION B)**

**Qualifications:**

The qualified bidder should possess the skill, training, certifications, tooling and equipment, repair manuals and parts inventories required to diagnose repair and maintain the following systems and components as required.

- Fire Pumps: Hale, Waterous and Daryl
- Hydraulic repairs to hoses, pumps, cylinders, outriggers ect.
- Plumbing repairs includes valves, intakes, discharges, piping and relief valves
- Power take off
- Generators; maintenance and repairs
- Emergency warning device lights / sirens
- Scene lighting
- Wiring repairs to body wiring harness
- Foam systems controls, pumps and plumbing
- Body fabrication / welding
- Body repair
- Windshield / Cab glass replacements
- Accessory equipment mounting / supplies

**Services to be rendered:**

The following services will be performed during each PM visit

- Perform a complete lubrication service and oil change to fire pump according to specific pump manufactures instructions
- Perform annual pump inspection/service using hale or Waterous PM/Inspection Sheet
- Furnish an estimate to repair defects noted during inspection
- Complete repairs as authorized by the Fire Office

1<sup>st</sup> Year Cost \$ \_\_\_\_\_

2<sup>nd</sup> Year Cost \$ \_\_\_\_\_

3<sup>rd</sup> Year Cost \$ \_\_\_\_\_

## **ANNUAL NFPA FIRE PUMP TESTING CERTIFICATION (SECTION C)**

### **Qualifications:**

The qualified bidder should possess the skill, training, certifications required to inspect, test and certify Fire Pumps in accordance with the requirements of NFPA 1911-2012

All Township and Fire Company apparatus equipped with fire pumps will be inspected and recertified annually. Upon Completion of inspection, a written report will be furnished to the Township Fire Office for each unit inspected. The report will include test data; repairs required and pass or fail status. All inspections will be completed at Fire House sites.

### **Services to be rendered:**

1. All fire pumps are to be tested to NFPA 2012 standards.
2. Contractor shall check packings for leakage and adjust or replace packing, as needed.
3. Contractor shall check all discharges for leakage (under pressure)
4. Contractor shall check for leaks in all valves, drains, pipes, and fittings.
5. Contractor shall check that all intake strainers are present and in proper condition.
6. Contractor shall check that pump transfer valve is functional.
7. Contractor shall determine if the pressure relief control system is functioning properly.
8. Contractor shall check pump transmission oil level and primer oil level.
9. Contractor shall check primer operation with a dry vacuum test.
10. Contractor shall determine if all pressure gauges are displaying within 10 psi of actual pressure.
11. Contractor shall provide any additional equipment required to perform fire apparatus pump test.
12. The service test to be conducted at an agreed upon date

1<sup>st</sup> Year Cost \$ \_\_\_\_\_

2<sup>nd</sup> Year Cost \$ \_\_\_\_\_

3<sup>rd</sup> Year Cost \$ \_\_\_\_\_

## **ANNUAL NFPA FIRE HOSE TESTING CERTIFICATION (SECTION D)**

### **Qualifications:**

The qualified bidder should possess the skill, training, certifications required to inspect, test and certify Fire Hose in accordance with the requirements of NFPA 1962, 2013 Edition

### **Services to be rendered:**

1. Conduct a physical inspection, prior to pressure testing, as specified in Section 4.6 of NFPA Standard. All Hoses failing physical inspection shall be tagged and removed from service, without being pressure tested. The Fire Department shall determine whether to repair and retest hoses failing physical inspection. Vendor to provide pricing for repair and subsequent retesting of hose, as needed.
2. Conduct service pressure test in accordance with Chapter 7 of NFPA Standard. Service test pressure will be as specified in 7.1 of NFPA Standard. The successful vendor shall not test any hoses higher than 400 psi.
3. The successful vendor shall deliver to Department final test documentation within 30 days of completion of testing. Documentation provided electronically, to include date of test, service test pressure, diameter, length, identification, test results as to each length of hose and a hard copy of summary reports for all hoses. Said report shall be on Microsoft Word and/or Excel.
4. The successful vendor shall utilize a stenciled number system with identifying station # and/or initials of fire company on hose, shall check all couplings for proper amount of lubrication, (and lubricate, as needed), and shall check and replace all gaskets as needed.
5. Any hose that fails to meet Standard requirements shall be tagged as such and removed from service by the successful vendor. If available, equivalent hose from the Company is to be used to replace any failed sections of hose removed from apparatus.
6. The successful vendor shall provide all equipment required, including hydrostatic equipment, to perform all fire Department hose test.
7. The individual fire companies shall provide a suitable location for performance of the service test. The location shall include a water source for the successful vendor's equipment, and electric power/generator shall be provided by the successful vendor.
8. The individual fire companies shall make available to the successful vendor all hoses to be tested at the time and place established for the conduct of the service testing procedures and shall disclose to the successful vendor any known defects or dangerous conditions therein.
9. With the exception of rolled hose kept in the station, hose will be on fire apparatus, and the successful vendor will offload untested hose, and reload apparatus in department configuration with tested hose.
10. The successful vendor will assemble any specialty hose packs (e.g. high rise packs) following testing.
11. The service test to be conducted at an agreed upon date

**COST: \$ \_\_\_\_\_ Per Foot    2<sup>nd</sup> Year \$ \_\_\_\_\_ Per Foot    3<sup>rd</sup> Year \$ \_\_\_\_\_ Per Foot**

## **ANNUAL NFPA GROUND LADDER TESTING CERTIFICATION (SECTION E)**

### **Qualifications:**

The qualified bidder should possess the skill, training, certifications required to inspect, test and certify Ground Ladders in accordance with the requirements of NFPA 1932, 2015 edition, as set forth in the section entitled "Use, Maintenance and Service Testing of In-Service Fire Department Ground Ladders" and any additional tests approved by the ground ladder manufacturer.

### **Services to be rendered:**

All Ladders are to be tested to NFPA 2015 standards and manufacturers requirements. This includes: visual inspection, horizontal bending test, roof hook test, hardware test, and hardness test.

Contractor shall unpack and repack ladders from appropriate apparatus.

Contractor shall clearly tag "out of service" with the date and description of the defect on ladders that are required to be removed from service.

1. Contractor shall submit an individual ladder testing report.
2. Contractor shall provide an annual computerized report encompassing all results.
3. Contractor shall be qualified to repair ladders; e.g. rung replacement, ladder halyard, heat sensing labels, etc.
4. Contractor shall provide all equipment required to perform Fire Department ground ladder test.
5. The Fire Companies shall provide a suitable location for performance of the service test.
6. Contractor shall clean off excess dirt and oils and wax each extension ladder section, as needed.
7. The service test to be conducted at an agreed upon date

COST: \$ \_\_\_\_\_ Per Foot

2<sup>nd</sup> Year: \$ \_\_\_\_\_ Per Foot

3<sup>rd</sup> Year: \$ \_\_\_\_\_ Per Foot

# ANNUAL NFPA AERIAL LADDER TESTING CERTIFICATION (SECTION E)

## Qualifications:

The qualified bidder should possess the skill, training, certifications required to inspect, test and certify Aerial Ladders in accordance with the requirements of NFPA 1911, 2012 edition, as set forth in the section entitled "Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus".

## Services to be rendered:

1. Aerial apparatus shall be tested to NFPA 2012 standards and manufacturers requirements. This includes, but is not limited to: Visual inspection, drift test, load test, aerial twist, water system test, operational inspection, non-destructive inspection, hydraulic oil analysis, and conclusion.
2. Contractor must meet the requirements of International Standards Organization (ISO) 17020 general criteria for the operation of various types of bodies performing inspections.
3. Technicians Involved in the Non Destructive Testing process must meet the requirements of the American Society for Nondestructive Testing (ASNT) CP-189 Standard For Qualification and Certification of Non-destructive Testing Personnel.

## Annual Aerial Inspection with Non-Destructive Testing

COST: \$ \_\_\_\_\_ Per Unit      \*\* Cost for Re-Inspection \$ \_\_\_\_\_

2<sup>nd</sup> Year: \$ \_\_\_\_\_ Per Unit      \*\* Cost for Re-Inspection \$ \_\_\_\_\_

3<sup>rd</sup> Year: \$ \_\_\_\_\_ Per Unit      \*\* Cost for Re-Inspection \$ \_\_\_\_\_

## ANNUAL AIR COMPRESSOR SYSTEM MAINTENANCE & AIR SAMPLING (SECTION F)

### Qualifications:

The qualified bidder should possess the skill, training, certifications required to inspect, test and certify each Fire Companies Compressor system. The bidder will also perform four laboratory certified grade "E" Air Tests in accordance with the requirements of NFPA 1989, 2013 edition.

### Services to be rendered:

1. The Contractor shall perform semi-annual compressor system service (PM) to all five Galloway Township Fire companies.
2. Each PM Service shall include the replacement of all Filters, Oil Inlet Filters, O-Rings and Back-Up Rings.
3. Four Laboratory Certified Grade "E" air tests with certificate shall be supplied with two air samples being taken at each PM service and the other two to be taken at required (90) day intervals

COST: \$ \_\_\_\_\_ Per Preventive Maintenance

COST: \$ \_\_\_\_\_ Per Air Sampling

HOURLY RATE: \$ \_\_\_\_\_

ADDITIONAL CHARGES:      Travel Time: \$ \_\_\_\_\_      Mileage: \$ \_\_\_\_\_

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2<sup>nd</sup> Year: \$ \_\_\_\_\_ Per Preventive Maintenance

COST: \$ \_\_\_\_\_ Per Air Sampling

HOURLY RATE: \$ \_\_\_\_\_

ADDITIONAL CHARGES:      Travel Time: \$ \_\_\_\_\_      Mileage: \$ \_\_\_\_\_

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3<sup>rd</sup> Year: \$ \_\_\_\_\_ Per Preventive Maintenance

COST: \$ \_\_\_\_\_ Per Air Sampling

HOURLY RATE: \$ \_\_\_\_\_

ADDITIONAL CHARGES:      Travel Time: \$ \_\_\_\_\_      Mileage: \$ \_\_\_\_\_