

BID SPECIFICATIONS

**STAND-BY GENERATOR
For the
WANTAGE TOWNSHIP FIRE DEPARTMENT
BEEMERVILLE COMPANY #1
227 ROUTE 519
WANTAGE, NJ 07461**

**BID OPENING DATE: DECEMBER 19, 2013
TIME: 10:00 A.M.**

TOWNSHIP OF WANTAGE
SUSSEX COUNTY
NEW JERSEY

MAYOR
Ronald Bassani

TOWNSHIP COMMITTEE MEMBERS
William Gaechter
William DeBoer

MUNICIPAL ADMINISTRATOR/CLERK
James R. Doherty

Fee: \$5.00 if mailed

November 2013

**TOWNSHIP OF WANTAGE
NOTICE TO BIDDERS**

NOTICE is hereby given that sealed bids will be received by the Administrator/Clerk of the Township of Wantage, Sussex County, New Jersey, at the Wantage Township Municipal Building, 888 Route 23, Wantage, New Jersey 07461, on **December 19, 2013**, at 10:00 a.m. prevailing time. Bids will be opened and publicly read at this time. Bids are sought for the following items:

**STAND-BY GENERATOR
For the
WANTAGE TOWNSHIP FIRE DEPARTMENT
BEEMERVILLE COMPANY #1**

Bids will be opened and read in public at the Wantage Township Municipal Building, 888 State Route 23, Wantage Township, Sussex County, New Jersey. The Township will award a contract based upon the lowest bid to the responsive, responsible bidder submitting the lowest bid.

Specifications and bid forms may be obtained by any interested bidder at the Wantage Township Municipal Building, 888 Route 23, Wantage, New Jersey 07461, in the office of the Wantage Township Clerk, during normal business hours. Bid packages are provided at no cost if picked up in person by prospective bidders, or for electronic transmission (via E-mail). Requests for mailing of bid packages will require prior submission of \$5.00 to cover the cost of postage and handling. Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Township Clerk, Township of Wantage, 888 Route 23, Wantage, New Jersey 0746. The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDER.

The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), the law against discrimination (Affirmative Action).

The Wantage Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders, and make award on a lump sum basis.

James R. Doherty, Township Administrator
TOWNSHIP OF WANTAGE
Municipal Building, 888 Route 23
Wantage, New Jersey 07461

INFORMATION FOR BIDDERS
STAND-BY GENERATOR
WANTAGE TOWNSHIP FIRE DEPARTMENT
BEEMERVILLE COMPANY #1

I. GENERAL REQUIREMENTS

A. INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of any of the Specifications or any part thereof. Every request for such a consideration shall be made in writing to the Township Administrator/Clerk. Based upon such inquiry, the Township may choose to issue an Addendum in Accordance with Local Public Contracts Law (N.J.S.A. 40A:11-23).

B. GENERAL

The Specifications state the Minimum Requirements of the Township. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Township may consider as "Irregular" or "Non-Responsive" any bid not prepared and submitted in accordance with the bid documents and specifications, or any bid lacking sufficient technical literature to enable the Township to make a reasonable determination of compliance with the specification.

It shall be the bidder's responsibility to carefully examine each item of the specifications. Failure to offer a completed bid or failure to respond to each section of the Technical Specification will cause the proposal to be rejected without review as "Non-Responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit, misrepresentation, or failure to disclose a fact or information necessary for the Township to make an informed judgment in responding to the specification will be cause for rejection.

The purpose of this document is to provide minimum specifications for the Generator that meets the needs and desires of this agency. It establishes essential criteria for the design, performance, equipment, and appearance of the Generator. All dimensions given are the approximate sizes required to meet the needs of this agency. All vendors and manufacturers must meet all state and local regulations regarding the manufacturing, licensing, and sale of Generators within the state.

With the intent to standardize certain components, specific brands may be specified in certain places. This is done to establish a particular standard of quality. Other brands will be accepted providing the vendor or manufacturer details how another brand will meet or exceed the quality of the actual brand specified.

II. **GENERATOR**

The successful bidder will supply and install a liquid propane powered standby generator at the Beemerville Firehouse, 227 Route 519 Wantage, New Jersey. The generator shall be of proper size to supply enough power to run the entire firehouse. At the completion of the Project, the Customer (Beemerville Fire Company #1) shall have a fully functional standby electric power system.

III. **DELIVERY LOCATION**

The item shall be delivered to the WANTAGE TOWNSHIP FIRE DEPARTMENT BEEMERVILLE COMPANY #1, located at 227 Route 519 in Wantage Township, New Jersey.

IV. **GENERAL CONDITIONS OF BID**

- A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals that are incomplete, conditional or obscure may be rejected as informal. In case of any discrepancy between the words and figures the written words shall be considered as being the bid price.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "**GENERATOR**" with the name and address of the Bidder on the envelope.
- D. Bids shall be addressed to:
Wantage Township Administrator/Clerk
TOWNSHIP OF WANTAGE
888 Route 23
Wantage, New Jersey 07461
- E. All mailed bids shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt.
- F. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Township Administrator/Clerk at the above address.
- G. Bids will be received no later than **10:00 a.m. on December 19, 2013** at which time all received bids will be publicly opened and read at the Municipal Building, 888 Route 23, Wantage, New Jersey.
- H. Bidder assumes responsibility for having the bid in the hands of the Administrator/Clerk on time whether the bid is mailed or hand delivered.
- I. Addenda, if any, issued before opening of bids, shall be taken into account and included in any proposal.

- J. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in writing. If a reply is made, it will be communicated to all bidders who have indicated their intention to bid. All inquiries regarding the above must be brought to the attention of the Township no later than ten (10) days prior to the opening of the bids.
- K. Any instructions concerning the item to be supplied will be given or issued by the Township Administrator/Clerk or an authorized representative of the governing body of the Township Of Wantage.
- L. If the bidder is not going to furnish the item exactly as described, all deviations must be indicated even though the deviation may exceed what is described in these specifications. For each deviation taken, the bidder must include a detailed technical description of what is to be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- M. All bids must be completed on the enclosed forms. No other forms or specifications are to be used. By rejecting any bids not so submitted, Wantage Township will insure that all bidders are bidding on the same standard so a fair evaluation can take place.
- N. The price quoted shall be the price at the time of delivery to Wantage Township.
- O. All items furnished shall conform to the applicable specifications included in the bid documents.
- P. Within sixty (60) days of the bid opening, the Township Committee will award the contract to the lowest responsible bidder, or reject all bids received. If additional time is required beyond sixty days, Wantage Township must request permission to do so from the three apparent lowest responsible bidders for an additional period of time to be agreed upon by Wantage Township and the bidders.
- Q. Wantage Township will provide for the execution of contract within twenty-one (21) days of the award of contract.
- R. Wantage Township is exempt from any State Sales Tax or Federal Excise Tax.
- S. Payments will be made upon the approval of vouchers submitted by the successful bidder(s) in accordance with the requirements of Wantage Township and subject to the Township's customary procedures.
- T. General Bid Conditions must be met satisfactorily.

- U. Where applicable, items of foreign origin must be so indicated. Bidder's signature on the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- V. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- W. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be employed.
- X. A certificate is required showing that the bidder owns, leases, or controls all necessary equipment required by these specifications.
- Y. As required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder, where applicable.
- Z. All bonding requirements must be strictly adhered to.
- AA. In the event a bidder is a partnership, the bidder must state the name and address of all partners, the partnership's business name and address, and must be signed by at least one of the partners with the signature witnessed.

In the case of a corporate bidder, the bid must show the State of Incorporation, the principal office address, and must be signed by the President or Vice-President, attested by the secretary or by a duly authorized agent of the Corporation and proof of authority should be attached.

In the event a bidder is a limited liability company, the bidder must state the name and address of all members, and the Manager or Members must sign the bid, as appropriate.
- BB. All documents shall be submitted in accordance with the instructions.

CC. Site inspection and Pre-Bid Conference

All Bidders are required to inspect the Project Site and provide an energy requirement (# kW necessary to run the building) prior to bidding. There will be a MANDANTORY pre-bid meeting on December 12, 2013 at 3:30PM at the Beemerville Fire House, 227 Route 519 Wantage, NJ.

V. REJECTION OF BIDS

The Township Committee reserves the right to reject any and all bids submitted. The Township Committee also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

The Township retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. The Township additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of the Township. Each bidder agrees to accept the decision of the Township as final without recourse or prejudice.

Each bid submitted must contain a non-collusion statement, signed by an authorized officer of the corporation, partner or general partner (if a partnership), manager of a limited liability company, including a raised seal if bidder possesses one, or individual. All non-compliance or deviations from the specifications shall be listed on the form provided.

VI. DUPLICATE BIDS

In the event that the bidder represents more than one manufacturer meeting the manufacturer requirements outline herein, then the bidder shall only bid the highest quality generator that the bidder represents. Under no circumstances will multiple bids from the same bidder on different manufacturers be accepted. Should a bidder submit two or more bids representing more than one manufacturer, then ALL bids submitted by that bidder will be rejected as being non-compliant with the requirements of this specification. The Township is seeking quality equipment. Bidders are asked to bid ONLY the product of the highest level of quality represented by that bidder.

VII. AWARD OF CONTRACT –

1. Competency and responsibility of bidder will be considered in making the award. Wantage Township reserves the right to reject any or all bids and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Claims on account of mistakes or omissions in bids will not be considered, except as specifically permitted by law.

2. Before awarding a contract, the Township may require apparent low bidder to qualify as a responsible bidder by furnishing:
 - (a) A financial statement showing assets and liabilities of bidder current to a date within thirty (30) days of the bid opening.
 - (b) A list of not less than five (5) governmental entities to which bidder has sold comparable generator(s) within the last five years.
 - (c) The number of regular employees of the organization and length of time the organization has been in business under the present name. For the purposes of establishing creditability and successful record of quality work, a minimum of ten years of business is established as the minimum criteria for acceptance.

Should the Township determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and the bid security returned without prejudice.

VIII. **INDEMNIFICATION AND INDEPENDENT CONTRACTOR**

- A.** Contractor shall indemnify and hold harmless Wantage Township from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by Wantage Township based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patented copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of Wantage Township.
- B.** The bidder acknowledges that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work, in the furnishing of this Generator.

IX. **DEMONSTRATION**

The Township may require bidder to provide a demonstration of the item it is proposing to supply to the Township.

- X. **BONDING:**** Bid Bonds, and Consent of Surety, are waived in this bid.

XI. DELIVERY

The successful bidder must specify the delivery date for the item. Failure to deliver the item within the delivery period contained in the contract shall result in the bidder being assessed a non-delivery charge in the amount of \$50 per day for each day after the delivery date. Bidder acknowledges that this sum represents reasonable approximation of the damage Wantage would incur as a result of a breach by bidder's failure to provide the item on the scheduled delivery date. If Delivery delays are due to problems outside the control of the bidder, the non-delivery charge shall not be assessed. Delivery must be no later than April 1, 2014..

XII. PAYMENT

Wantage agrees to pay bidder within thirty (30) days after satisfactory delivery of the item. Payment to be made in accordance with Wantage's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release in full of all claims against Wantage for payment under this contract.

The bid price shall be on a F.O.B. destination and acceptance basis at the Purchaser's specified location. The Price shall be complete and include warranty. Payment shall be made in accordance with these specifications and the Bid Proposal submitted by the Bidder. Payment shall be made upon acceptance of the equipment specified under these specifications. The bid price and conditions must be specified on the bid proposal form. Bid price shall be valid for at least thirty [30] days from the date of the bid opening or as otherwise specified on the bid proposal form. Full payment shall be made when the unit is received, inspected, and found to comply with the specifications.

XIII. USE OF BRAND NAMES IN THESE SPECIFICATIONS

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to the Township is furnished establishing such equivalency. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared.

Bids will be accepted for consideration on any make or model that is equal or superior to the brand(s) specified. Decisions of equivalency will be at the sole interpretation of the Township of Wantage.

XIV. WARRANTY

The successful Bidder shall provide a warranty as described in the Specifications.

BID FORM – page 1 Of 2

Township of Wantage
888 Route 23
Wantage, New Jersey 07461

Bid of: _____

Address: _____

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer or member of the Township of Wantage, or any person in the employ of the members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof. We further declare that we have carefully examined the information for Bidders, Specifications, and bid documents and propose to furnish and deliver the item specified and in the manner and time prescribed. The item shall be furnished at the following price:

It is further proposed to execute the Form of Contract within twenty one (21) days after receiving notice from the Township, to guarantee all the materials furnished under this contract, and to replace any materials which may be rejected as defective. .

The Undersigned is:

(circle one)

Individual

Partnership

Corporation

Limited Liability Company

Under the Laws of the State of _____

Having its principal office at _____

If a Partnership, Corporation or Limited Liability Company, give the names of all partners, shareholders or limited liability company members, as appropriate, with the address of each:

_____	_____
_____	_____
_____	_____

BID FORM – Page 2 of 2

BASE BID: Price For Delivery as per specifications:

Amount in Words: _____

Amount in Figures: \$ _____ Delivery Date: _____



I hereby certify that all mathematical calculations have been reviewed by me and they are accurate and I am duly authorized to sign this bid on behalf of bidder.

(Bidder)

(SEAL)

By: _____

(signature of individual, partner, LLC Manager or corporate officer)

Title: _____

Date: _____ Telephone: _____

**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS OR
ADDENDA TO THE ADVERTISEMENT OR BID DOCUMENTS**

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. _____

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

Name of Bidder

Signature

Name & Title

Dated: _____, 2013

DISCLOSURE STATEMENT

The undersigned is: _____ An Individual

_____ A Partnership

_____ A Corporation

_____ A Limited Liability Company

Under the laws of the State of: _____

Having its principal office at: _____

By: _____
(Signature of Individual, Partner
or Officer Signing the Proposal.)

Title: _____

(Affix Seal Here)
(Required if bidder is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the Corporation with the address of each, as appropriate. Additionally, if the organization is a Limited Liability Company, give the names of the members of the L.L.C. and their addresses:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

STATEMENT OF COMPLIANCE

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.

2. All information, as required, has been included in the proposal. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal".

BIDDER: _____

Date: _____

Notary Seal

_____ Notary Public

CERTIFICATION

I/we hereby certify that I/we have read the General Specification and have become familiar with all the contents thereof, and that the bid of:

(Bidder's Name)

attached hereto, is submitted in strict accordance with said conditions, instructions and specifications, being aware that said instructions are binding and become a part of this bid.

Name of Bidder

By: _____
Signature of Authorized Agent

Dated: _____

STATEMENT OF OWNERSHIP

Bidder shall state the names and addresses of all person's owning ten percent (10%) or greater interest therein in the proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER

EXCEPTIONS TO SPECIFICATIONS

Any exceptions to the specifications provided shall be stated below:

Page Number _____

Exception



Page Number _____

Exception



Page Number _____

Exception



Page Number _____

Exception



Attach additional sheets if necessary.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss.:

COUNTY OF SUSSEX)

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

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; the bidder has not, directly or indirectly, entered into any agreements, 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 the Proposal and in the affidavit are true and correct, all made with full knowledge that the Township of Wantage relies upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for the project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Contractor)

(Title)

(Affidavit Signature)

(Type or print name of affiant)

Subscribed and sworn to
before me this _____ day
of _____, 2013.

(AFFIX SEAL HERE)

Signature of Notary: _____

Notary Public of _____

My Commission Expires on _____

NO BID RESPONSE FORM

Project Name: **GENERATOR**

Bid Opening Date: DECEMBER 19, 2013

We are not submitting a bid for the following reason(s):

- () Cannot comply with specifications
- () Unable to meet delivery
- () Cannot comply with terms/conditions: (Please state which ones.)

- () Do not sell/manufacture type of items involved
- () Not interested at this time
- () Other (Please specify)

Please make any changes, if necessary:

_____ (Company Name)

_____ (Address)

_____ (Contact Person)

_____ (Telephone Number)

_____ (Fax Number)

PLEASE RETURN TO:

Township Administrator/Clerk
TOWNSHIP OF WANTAGE
Municipal Building
888 Route 23
Wantage, New Jersey 07461

AFFIRMATIVE ACTION INSTRUCTIONS

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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office 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 Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to Or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975. c. 127), one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program: or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C 17:27-4:
- C. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

- () YES
- () NO

- A. If yes, attach a photostatic copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____

NAME _____ TITLE _____

BUSINESS NAME _____

DATE _____, 2013

Telephone Number _____ -

 NOTE: ATTACH COPY OF FORM HERE

TOWNSHIP OF WANTAGE, NEW JERSEY

CONTRACT FORMS

Applicable form must be signed and returned with bid.

CERTIFICATION OF CONTRACT - CORPORATION

The signature of the corporation attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township of Wantage and is the contract that takes effect on the date of the below signature.

(name of corporation)

Dated: _____

(signature)

(type or print name and title)

Signed and sealed
in the presence of:

(address)

(name)

(city/state) (zip code)

()
(telephone)

The above offer is hereby accepted this _____ day of _____, 2013.

TOWNSHIP OF WANTAGE

ATTEST:

By: _____

CERTIFICATION OF CONTRACT - PARTNERSHIP

The signature of the partnership attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Committee and is the contract that takes effect on the date of the below signature.

(name of partnership)

Dated: _____

(signature)

(type or print name)

Signed and sealed
in the presence of:

(address)

(name)

(city/state) (zip code)

()
(telephone)

The above offer is hereby accepted this ____ day of _____, 2013.

TOWNSHIP OF WANTAGE

ATTEST:

_____ By: _____

CERTIFICATION OF CONTRACT - INDIVIDUAL

The below signature of the individual attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Committee and is the contract that takes effect on the date of the below signature.

(name of Individual)

Dated: _____

(signature)

(type or print name)

Signed and sealed
in the presence of:

(address)

(name)

(city/state)

(zip code)

(telephone)

The above offer is hereby accepted this ____ day of _____, 2013.

TOWNSHIP OF WANTAGE

ATTEST:

By: _____

CERTIFICATION OF CONTRACT - LIMITED LIABILITY COMPANY

The signature of the limited liability company attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the limited liability company acknowledges the person signing is duly authorized to sign and the bid is a true offer of the bidder and all declarations and statements contained in the bid are true to the best of his knowledge and belief.

The signature of the agent of Wantage Township completes the acceptance of the bid proposal and offer of contract submitted by the bidder to Wantage Township Committee and is the contract that takes effect on the date of the below signature.

(name of limited liability corporation)

Dated: _____

(signature)

(type or print name)

Signed and sealed
in the presence of:

(address)

(name)

(city/state) (zip code)

()
(telephone)

The above offer is hereby accepted this ____ day of _____, 2013.

TOWNSHIP OF WANTAGE

ATTEST:

By: _____

REFERENCES

GENERATOR

	<u>Name of Owner</u>	<u>Date of Delivery</u>	<u>Contact Name/Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

FINANCIAL RESPONSIBILITY FORM – Page 1 of 2

QUALIFICATION Questionnaire (Services)

Financial:

___ Individual

___ Partnership

___ Corporation

___ Limited Liability Company

Location of Main Office:

Name of Bank:

Financial Condition as of Date:

Brief Statement of your financial condition:

Experience:

Length of Time in Business: _____ years

Number of Employees: _____

I am () am not () on the New Jersey Debarred vendor list.

Minority () Small Business () Women Owned ()

FINANCIAL RESPONSIBILITY FORM – Page 2 of 2

Name: _____

Address _____

Phone: _____ Fax: _____

E-mail: _____

Hours of Operation: _____

Signature

Dated: _____

**CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

GENERATOR

STATE OF NEW JERSEY

COUNTY OF _____

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

I am _____ of the firm of _____, the
bidder making the proposal for the above named project, that I executed the
Proposal, this affidavit and all other bidding documents with full authority to do so,
and that the bidder is not now at the time of submission of this bid included on the
State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified
Bidders.

By: _____ Date:
Deponent's Name

Deponent's Title

Subscribed and sworn to _____ before

me this _____ day of _____, 2013.

Notary Public of New Jersey

CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN WANTAGE TOWNSHIP, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Wantage, 888 Route 23, Wantage, New Jersey 07461, ("Wantage")

AND

_____,
(Name and Address of Contractor, hereafter "Contractor").

WITNESSETH: That Wantage and the Contractor for the consideration specified below agree as follows:

Article I: GENERATOR: Contractor covenants and agrees to deliver **one GENERATOR** in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by Wantage and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract.

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by Wantage.

Article III: Delivery Date and Late Delivery:

Contractor recognizes time is of the essence in this Contract and based upon the knowledge and representation to comply with the requirements, the Contractor agrees it will commence work and deliver the item by the date set forth in the bid submittal.

Article IV: Payment: The Township of Wantage agrees to pay the Contractor the sum of \$_____ upon acceptance of delivery.

The successful bidder must specify the delivery date for the item. Failure to deliver within the delivery period contained in the contract shall result in the bidder being assessed a non-delivery charge in the amount of \$50 per day for each day after the delivery date. Bidder acknowledges that this sum represents reasonable approximation of the damage Wantage would incur as a result of a breach by bidder's failure to provide the item(s) on the scheduled delivery date.

Article V: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless Wantage, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which Wantage or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of Wantage.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article VI: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Wantage.

Article VII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State.

Article VIII: Performance and Payment Bond: Contractor upon signing this Contract shall execute a 100% performance and payment bond to Wantage. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to Wantage upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by Wantage, if it defaults. Wantage's recourse is not limited solely to seeking payment under the bid bond.

Article IX: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by Wantage. Contractor shall also be responsible for all reasonable attorneys fees and costs incurred by Wantage in enforcing the terms of this Contract.

Article X: Warranties: The equipment and installation shall be fully warranted against defect(s) for a period of two (2) years from the date of acceptance by the Customer. The warranty period will start on the date of acceptance by the Customer. At the 11 t month and 23rd month after acceptance, the contractor or their qualified representative shall perform an inspection and service the generator, replacing lubricating oil, oil and fuel filter(s) and providing a service report to the customer..

Article XI: Buy American: Wantage specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XII: Binding Nature of Agreement: This Contract shall be binding upon Wantage, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

Article XIII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, Wantage has caused this instrument to be signed by Ronald Bassani, Mayor; Attested by James Doherty, Administrator/Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:

WANTAGE TOWNSHIP

James Doherty, Administrator/Clerk

Ronald Bassani, Mayor

Dated: _____, 2013

ATTEST:

(COMPANY NAME)

Dated: _____, 2013

STAND-BY GENERATOR TECHNICAL SPECIFICATIONS

The generator set (engine, generator and operating controls) shall include the following features:

Rated output: 72-85KW at 120/240 Volts 60 Hz Three Phase Service: Stand by

Package: Shall be enclosed in a weatherproof, rodent proof, bird proof, rust-resistant housing on a poured concrete floor. The dimensions of the floor shall be adequate for the generator with enough room around the generator for servicing. The bidder must also install concrete filled bollards as per code requirements around the unit.

Block Heater: Electric, thermostatically controlled, 240 VAC, powered from building electrical panel

Battery Tender: Automatic, 120 VAC, powered from building electrical panel

Generator Controls: The controls for the unit must be located within the generator area, on the building near the generator, or in the electrical panel room. This shall be determined by the Customer before being installed.

Exerciser timer: An automatic timer shall be installed to run the generator for a period of 30 minutes, once a week at a time determined by the Customer. This may be included as part of the generator or transfer switch.

Transfer Switch

Supply and install an automatic transfer switch rated at 400 Amperes at 120/240 Volts 3 Phase.

Electrical installation requirements

All electrical work shall meet the requirements of the National Electrical Code. Installation practices shall meet the standards established by the National Electrical Contractors Association.

Associated work

The existing JCPL bi-directional meter shall be relocated from inside the building to the exterior of the building with a location to be determined by the Customer

The bidder shall also include a solar system interface.

All existing generator equipment shall be removed from the building by the bidder.

Notes

There is an existing 1000 Gallon propane tank on site.

The gas piping will be handled by the Customer. This will be coordinated with Yankee Propane. The Customer shall also handle the site work and trenching.