

# Township of Medford

## Repair and Maintenance of Public Safety Vehicles



49 Union Street, Medford, NJ 08055

Bids Due: July 20, 2023 before 10:00A.M.

This Bid Submitted By: \_\_\_\_\_

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## TOWNSHIP OF MEDFORD

## ADVERTISEMENT FOR BIDS FOR

**The Repair and Maintenance of Public Safety Vehicles**

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Medford, New Jersey for the Repair and Maintenance of Public Safety Vehicles on or before 10:00 A.M. prevailing time on July 20, 2023, and publicly opened and read aloud in the office of the Township Clerk of the Township of Medford at 49 Union Street, Medford, New Jersey. Specifications and contract documents may be obtained from the Township of Medford, Office of the Township Clerk, 49 Union Street Medford, New Jersey between 8:30 A.M. and 4:30 P.M., Monday-Friday or on the Township website at [www.medfordtownship.com](http://www.medfordtownship.com). Submissions must be on the standard proposal form in the manner designated therein and enclosed in a sealed envelope bearing the name and address of the bidder and the contract description on the outside, addressed to the Municipal Clerk of the Township of Medford. Bidders are to comply with the requirements of P.L. 1975, C. 127. (N.J.A.C. 17:27).

All bids shall be submitted only at the hours, date and place indicated above for receiving sealed bids. The Township will reject submissions for this Contract where vendors are not properly qualified in accordance with the requirements of the specifications. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the Township of Medford. The Township shall have sixty (60) days within which to accept or reject bids. Submitted bidders shall be required to keep their bids open for that period of time and agree that they will not withdraw or reverse their prices therein.

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Katherine Burger

Municipal Clerk

TOWNSHIP OF MEDFORD

Repair and Maintenance of Public Safety Vehicles

INSTRUCTIONS TO BIDDERS AND GENERAL SPECIFICATIONS

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. The Township of Medford, Burlington County, New Jersey (hereinafter referred to as "Township") invites sealed bids pursuant to the Notice of Bidders.
- B. Sealed bids will be received by the designated representative at 10:00 A.M. prevailing time on July 20, 2023 at which time said bids will be publicly opened and read aloud.
- C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the Township, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID ENCLOSED FOR THE REPAIR AND MAINTENANCE OF PUBLIC SAFETY VEHICLES".
- D. It is the bidder's responsibility to see that bids are presented to the Township on or prior to the hour designated 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 overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferable typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and

designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the materials and/or services required by these specifications. Prices shall be net.

I. The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

J. The person designated as the Township's Representative is Katherine Burger or her designated agent. The Township's Representative will present the final recommendation for award of the bid to the Township.

## II. BID SECURITY

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

A. 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 Township. 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 Township. The check or bond of the unsuccessful bidder(s) shall be returned to all but the three (3) lowest bidders with ten (10) days after opening of the bids, Sunday and Holidays excepted. The check or bond of the three (3) lowest bidders shall be returned with three (3) days, Sundays and Holidays excluded of the award and signing of the contract and approval of 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.

B. 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 Township 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 Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or be 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.

C. PERFORMANCE BOND ( )

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of the one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract and to guarantee payment of laborers and supplies for the labor and material used in the work performed under the contract.

The performance bond provided shall not be released until final acceptance of the whole service and/or materials and then only if any liens or claims have been satisfied.

D. SURETY DISCLOSURE STATEMENT AND CERTIFICATION ( )

The surety shall have the minimum surplus and capital stock on net cash assets required by N.J.S.A. 17:17-6 or 17:17-7 whichever is appropriate at the time the invitation bid is issued.

The Bid Bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey. N.J.S.A. 17:31-5.

**III. INTERPRETATION AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Township's designated representative. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. 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 N.J.S.A. 40A:11-23. 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. Discrepancies in Bids

1. 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.
2. 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.

#### IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Brand names are to be treated as the brand name "or equal" as required by the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Competitive items must be equal to the standard described and be of the same quality of work. **Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications. 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 demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets or does not meet its requirements.
- C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

#### V. INSURANCE AND IDEMNIFICATION

- A. Insurance Requirements
  1. General Liability Insurance.

The successful bidder shall procure and maintain during the life of this contract General Liability Insurance during the life of this contract of not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage in any one occurrence.
- B. Certificates of Required Insurance

The contractor shall, at its own expense, take out all necessary insurance coverage required and shall submit to the Township evidence that Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation Employer's Liability Insurance in the amounts specified. Coverage shall be with the acceptable insurance companies operating on admitted basis in the State of New Jersey and shall name the Township as an additional insured. Satisfactory proof of insurance shall consist of a certificate of each insurer, insuring the contractor under the contract. The certificate shall contain the following information (except in the case of Worker's Compensation Insurance, items 1, 2 and 4 will be sufficient).

1. Name and address of insured.
2. Number of the policy or types of insurance enforced thereunder on the date born by such certificate.
3. The expiration date of the policy and the limit or limits of liability thereunder on the date born by such certificate.
4. A statement that the insurance of the type afforded by the policy, applies to all. The operations of the project which were undertaken by the insured during the performance of the contract including collision coverage for vehicles in tow.
5. Statement that the insurance company will not cancel the policy except upon thirty (30) days notice to the Township.

C. Indemnification

Successful bidder will indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

**VI. PREPARATION OF BIDS**

- A. The Township is exempt from any local, state or federal sales, use or excise tax.
- B. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price proposal.

**VII. STATUTORY AND OTHER REQUIREMENTS**

- A. Mandatory Affirmative Action Certification



No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-3 1 et seq. (P.L. 1975, c. 127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. An initial Affirmative Action Employee Information Report (AA-302), such forms to be provided by Township.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

C. Stockholder Disclosure

Chapter 33 of Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The Stockholder Disclosure Form shall be completed and attached to the bid proposal.

D. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

E. Non-Collusion Affidavit

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

F. Non-Assignment of Contract

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title or interest in or to the same of any part thereof except as otherwise provided herein. Any subletting of the Contract in no way relieves the Contractor from his full obligations under this Contract.

G. Disclosure of Investment Activities in Iran For

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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran.

**VIII. METHODS OF AWARD**

A. The Township may award the work on the basis of the Base Bid. Calculation of the base bid will be determined by summing the total extended price of each unit. The extended price shall be determined by multiplying the maximum number of units by the unit price.

B. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest.

**IX. REJECTION OF BIDS**

A. Reservation of Rights

Township reserves the right to waive any informalities, irregularities or minor defects in the bids received and to report any and all bids. In addition, Township reserves the right to reject any and all bids for reasons that the Township deems appropriate, and where said rejections is, in the judgment of the Township, determined to be in the best interest of the municipality.

B. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

C. Multiple Bids Not Allowed

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.

D. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

E. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Township in an unacceptable manner, may be rejected. Bidders may also be rejected for "prior negative experience" pursuant to N.J.S.A. 40A:11-4.

F. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

**X. TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.

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

C. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.

D. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

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

**XI. GOVERNING LAW**

This contract shall be governed by and construed in accordance with the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-1 et.seq.)

## XII. OTHER REQUIREMENTS

- A. **Bidding Format:** All bidders shall present all forms, contained herein, with their bid package. This bid is for two (2) years, with the option of three (3) one (1) year renewal terms at the Township's discretion. The Township is seeking to receive bids for services of Repair and Maintenance of Public Safety Vehicles. The Township's past experience is that it is impossible to estimate what specific services will be needed or used. NO MINIMUM OR MAXIMUM QUANTITY IS IMPLIED OR GUARANTEED THROUGH THIS CONTRACT. However, for the purpose of this bid, the vendor is required to provide a price per each line item in the bid tabulation sheet. Further, the lowest bidder will be determined by a weighted bid tabulation sheet, also attached and required to be completed as part of the Form of Proposal.
- B. **Manufacturer's Specifications:** Each bid shall be accompanied by a detailed set of manufacture's specifications, if applicable.
- C. **Prices and Payments:** Unless otherwise specified, the cost of the bid shown shall be the cost to the Township at the delivery point designated which shall be the Township of Medford, 91 Union St., Medford, NJ 08055
- Total price on bidder's proposal sheet must include all items listed in the specifications. Listing any items contained in the specification as an extra cost item, unless specifically requested to do so in the specifications, will automatically be cause for rejection.
- Bidder will compute pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax exempt forms.
- D. **Prevailing Wage:** The work required to be performed by this bid specification qualifies as a "Public Work" under the New Jersey Prevailing Wage Act, N.J.S.A., 34:11-56.25 et seq. As a requirement of this bid and under the performance of this potential Contract, and in compliance with the New Jersey Public Works Contractor Registration Requirements, all workers and subcontractors must be paid rates equal to or higher than New Jersey Prevailing Wage rates issued at the time of the award of the Contract. Further, no invoice will be processed and paid by the Township unless the Contractor supplies proof of payment prevailing wage of the requested pay period for all workers and subcontractors.
- E. Contractor must maintain an approved repair facility within seven (7) miles of the geographic center of the Township capable of handling all of the vehicles listed. The geographic center is defined as the intersection of Stokes Road and Jackson Road. All Medford vehicles will be repaired and maintained at the approved facility. Prior to award of the contract, the Township shall inspect the facility to confirm its location and to ensure that the facility has the capability of performing all of the requirements established within the specifications. If said facility does not conform to the specification, the vendor may be rejected.
- F. All employees of contractor receiving the contract shall be subject to a background/records check. This is a continuing obligation to the Medford Township Police Division and may be requested at any time. The

vendor's employees may be required to provide a driver's abstract from the Motor Vehicle Commission, as well as submit to a criminal history check utilizing the State of New Jersey's authorized facility at the vendor or employee's expense. This requirement shall apply to all new employees hired by the contractor during the life of the contract.

- G. Employees of the contractor will not operate Medford Township vehicles unless they are eighteen years of age or older, and possess a valid New Jersey Driver's license. For the purpose of this provision, Graduated Drivers Licenses, Probationary Drivers Licenses, and Permit Licenses shall not qualify.
  
- H. The vendor shall submit to the Chief of Police a list of employees who will be rendering service under this contract on behalf of the vendor. The vendor will keep said list current at all times with the Township for the length of the contract.

### III

## TOWNSHIP OF MEDFORD

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### DETAILED SPECIFICATIONS

This bid specification is for the monthly maintenance and repair of the Medford Township Police, Fire and EMS Vehicles. Inclusive are Police administrative, patrol and utility vehicles, to include Dodge Challenger, Ford Taurus, Ford Police Interceptor SUV, Ford Crown Victoria, Dodge Durango, Ford E350 cab and chassis, Chevrolet Tahoe SSV and PPV, Chevrolet Equinox, Chevrolet 30 HD Mobile Command Post; Fire and EMS Division's vehicles include Chevrolet Suburban, Ford Expedition, Chevrolet Tahoe SSV and PPV, Ford Crown Victoria, and Ford Ranger Pick-up, a Charger, Magnum, Dodge Charger and three (3) Ford E450 gas ambulances. The Township's motorcycles are specifically excluded from this service contract.

All bid prices are to include the necessary materials and labor needed to perform "routine" preventative maintenance. All fluids to be used are to be incorporated in the below proposed bid. Also included will be the proper disposal of all used fluids or other hazardous materials. Vehicle repairs including but not limited to brake service, engine tune-up, transmission tune-ups and other repairs are for labor only, unless otherwise specified, with materials to be priced at no less than 15% below manufacturers suggested list price, or as quoted below. Parts are to meet or exceed all vehicle manufacturers' specifications. All maintenance and repair work is to meet or exceed the vehicle manufacturers minimum specifications. The Township reserves the right to refer to the Chilton Professional Labor Guide and Parts Manual when reviewing unspecified maintenance and in dispute of any portion of this bid. Work shall be broken down into the following categories:

#### **A. Work Descriptions**

General Maintenance (all vehicles)

##### **Schedule "A" Maintenance (5,000 miles or Oil Change Indicator System or every year)**

Change oil and filter  
Lubricate chassis components  
Inspect and rotate tires, check tire pressure, inspect wheels for damage  
Inspect Battery Clean and tighten terminals  
Inspect brake pads, shoes, rotors, drums, hoses and parking brake  
Inspect Engine cooling system protection, belts and hoses  
Inspect and top off all fluid levels (inclusive in price)  
Inspect all lamps  
The flat fee for Schedule A Maintenance shall include all fluids and filters.

##### **Schedule "B" Maintenance (very 10,000 miles or every two years)**

Schedule "A" Maintenance plus;  
Four-wheel alignment  
Inspect Shocks and Struts, front suspension, tie rod ends and replace if necessary  
Inspect CV/Universal Joints  
Inspect Exhaust system  
Inspect engine air cleaner filter, replace if necessary  
Inspect wiper blades, replace as needed  
The fee for schedule B Maintenance shall not include parts.

**Transmission Service:**

- Change and replace transmission fluid and filters
- Check and adjust belts and linkage
- The fee for Transmission Service shall include fluids & filter.

**Transmission Replacement:**

- Removal, Inspection, Re-build, Re-install and test drive (parts excluded)
- To include a 12 month/ unlimited mileage warranty
- The fee for Transmission Replacement shall include all fluids

**Transfer Case Service:**

- Drain and refill transfer case with appropriate fluid
- The fee for Transfer Case Service shall include all fluids

**Front / Rear Axle Service:**

- Drain axle of gear oil
- Remove cover plate, inspect and reseal cover plate
- Refill with appropriate amount of fluid to include two (2) 4 oz containers of manufacturer approved Posi-traction Friction Additive if required by manufacturer specifications
- The fee for Front/Rear Axle Service shall include all fluids

**Air Conditioning Service:**

- Diagnose system
- Evacuate and dispose of refrigerant in accordance with all applicable standards
- Repair and/or replace defective parts (if applicable)
- Recharge system in accordance with manufacturer's specification, check for leaks
- Confirm proper outlet temperature
- The fee for Air Conditioning Service shall include Refrigerant but replacement parts excluded

**Radiator/Coolant System:**

- Diagnose system
- Evacuate and dispose of used coolant in accordance with all applicable standards
- Repair and/or replace defective parts (if applicable)
- Refill system with coolant in accordance with manufacturer's specification, pressure test system
- Confirm proper system operation

- The fee for Radiator/Coolant System shall include Coolant but replacement parts excluded

#### **Tire Repairs:**

The Township shall supply all new tires as needed. Vendor must provide secure storage for adequate supply of replacement tires provided by the Township. Proper disposal of old tires will be the responsibility of the vendor.

- Tire Changes: (excluding Schedule "A" above)

Remove and reinstall tire on vehicle, excluding mounting (see below):

- Tire Mounting:

Remove old tire from rim, mount new tire, valve stem (if needed) and spin balance including wheel weights.

- Tire Repair: Repair/plug radial tires, including tire removal from Vehicle and/or rim and reinstallation respectively, if needed.

**Unspecified Maintenance:** All maintenance not specified above

#### **Parts Pricing:**

All parts will be priced at no less than 15% below the specified manufactures suggested list price or as noted below in form of proposal.

#### **Repairs to vehicles:**

All "routine" repairs shall be completed the same day providing the vendor receives the vehicle by 10:00 am.

**Towing:** Vendor shall tow all covered municipal vehicles without charge. Vendor must provide 24-hour towing service utilizing flatbed tow trucks, for all covered municipal vehicles that become disabled due to mechanical failure, environmental conditions, or collision. Vendor must subsequently provide secure storage, if requested, for Public Safety vehicles left at their facility overnight free of charge. Vendor will, at no additional charge, pickup and return golf carts from a local establishment for up to six (6) township special events per year.

**Major Repair Authorization:** Major automotive repairs, in excess of \$1,000.00, shall not be attempted before the express authorization of the Chief of Police or his designee. The Township reserves the right to select any vendor best able to perform the specific major repairs to the satisfaction of the Township.

**Shuttle Service:** Vendor must provide vehicle pick-up and drop-off at the Public Safety Building, 91 Union Street or the Firehouse, 1 Firehouse Lane, for all scheduled maintenance or repairs. Vendor is not authorized to drive any Medford Township vehicles except for the limited purpose of diagnostic purposes and confirmation of repairs, as well as transportation between the Public Safety Building and the repair facility.

## **B. LICENSES**

The Contractor shall have all of the necessary licenses to perform the work required by the contract.

## **C. EXPERIENCE**

All bidders shall have at least five (5) years of experience in the work herein specified, and shall furnish similarly skilled and experienced personnel to perform the work. All personnel shall be trained and qualified to work on the specific equipment which is in use at the Township's facilities. Employees shall meet the additional training and criminal background requirements established herein. Contractor must employ at least three (3) A.S.E. Certified Mechanics



between the hours of 8am-5pm Monday through Friday, and 8a-12 noon Saturdays to assure sufficient manpower exists to provide timely service.

#### **F. TERM**

This contract shall be awarded for a term of a maximum of two (2) years commencing on the date of award and ending on June 30, 2025. The Township reserves the exclusive right to renew the contract on a one-year basis for a maximum of the three (3) one-year renewals. The Township shall make good faith effort to notify the vendor sixty (60) days prior to a renewal event as to the Township's determination. In no event will lack of notification be a waiver of the right to terminate nor an affirmation or acknowledgement of renewal. The original award and subsequent renewals, if any, will be only be effective upon adoption of a Resolution by the governing body.

## IV

### TOWNSHIP OF MEDFORD

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#### FORM OF PROPOSAL

The undersigned hereby declare that they have carefully examined the specifications for the project named above and that they will contract to carry out and complete said project as specified and delineated at the price per unit measure for each item of work stated in the Tabulation Worksheets.

It is understood that the total price for the entire two-year contract stated by the undersigned in the schedule is based on the estimated quantities and will control in the awarding of the contract. Renewal prices will not be calculated in the original award. It is further understood that the quantities stated are estimated only for the sole purpose of comparing bids. There is no minimum guarantee or maximum amount of work that may be available for repair or maintenance vehicle use will dictate when and if services are required. Payment will be made only for the actual quantity of authorized work done under each scheduled time based on the unit prices provided in the bid submittal.

The undersigned, as bidder, declares that he has carefully examined the specifications and is familiar with the work to be bid and will supply the services requested for the prices specified to the Township of Medford, 49 Union Street Medford, N.J. 08055

**YEAR ONE TABULATION SHEET**

Weighted Bid Price

**Schedule A Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule A Unit Price X 70 units: \$ \_\_\_\_\_

**Schedule B Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule B Unit Price X 35 units: \$ \_\_\_\_\_

**Transmission Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transmission Service Unit Price X 17 units: \$ \_\_\_\_\_

**Transmission Replacement:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Trans. Replace. Unit Price X 3 units: \$ \_\_\_\_\_

**Transfer Case Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transfer Case Serv. Unit Price X 1 units: \$ \_\_\_\_\_

**Front/Rear Axle Service:** Unit Price \$ \_\_\_\_\_  
Per Axle In Words: \$ \_\_\_\_\_  
Weighted: Axle Service Unit Price X 2 units: \$ \_\_\_\_\_

**Air Conditioning Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Air Cond. Serv. Unit Price X 3 units: \$ \_\_\_\_\_

**Radiator/Coolant System:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Rad./Cool. Service Unit Price X 23 units: \$ \_\_\_\_\_

**Tire Changes:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Tire Change Unit Price X 25 units: \$ \_\_\_\_\_

**Tire Mounting:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Tire Mount Unit Price X 41 units: \$ \_\_\_\_\_

**Tire Repair:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Tire Repair Unit Price X 35 units: \$ \_\_\_\_\_

**Unspecified Maintenance:** Unit Price (hourly rate) \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Unspec. Maint. Unit Price X 72 hours: \$ \_\_\_\_\_

**Parts Pricing:** Percent below MSRP: \_\_\_\_\_ %  
In words: \_\_\_\_\_  
Weighted: \$5,000 minus (Percent X \$5,000) of parts: \$ \_\_\_\_\_

**YEAR ONE TABULATION SHEET TOTAL:**

\$ \_\_\_\_\_ **IN WORDS:** \_\_\_\_\_

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

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

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

Sworn before me this \_\_\_ Day\_\_\_\_\_

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

\_\_\_\_\_

Notary Public

**YEAR TWO TABULATION SHEET**

Weighted Bid Price

**Schedule A Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule A Unit Price X 70 units: \$ \_\_\_\_\_

**Schedule B Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule B Unit Price X 35 units: \$ \_\_\_\_\_

**Transmission Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transmission Service Unit Price X 17 units: \$ \_\_\_\_\_

**Transmission Replacement:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Trans. Replace. Unit Price X 3 units: \$ \_\_\_\_\_

**Transfer Case Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transfer Case Serv. Unit Price X 1 unit: \$ \_\_\_\_\_

**Front/Rear Axle Service:** Unit Price \$ \_\_\_\_\_  
Per Axle In Words: \$ \_\_\_\_\_  
Weighted: Axle Service Unit Price X 2 units: \$ \_\_\_\_\_

**Air Conditioning Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Air Cond. Serv. Unit Price X 3 units: \$ \_\_\_\_\_

**Radiator/Coolant System:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Rad./Cool. Service Unit Price X 23 units: \$ \_\_\_\_\_

**Tire Changes:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Tire Change Unit Price X 25 units: \$ \_\_\_\_\_

**Tire Mounting:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Tire Mount Unit Price X 41 units: \$ \_\_\_\_\_

**Tire Repair:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Tire Repair Unit Price X 35 units: \$ \_\_\_\_\_

**Unspecified Maintenance:** Unit Price (hourly rate) \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Unspec. Maint. Unit Price X 72 hours: \$ \_\_\_\_\_

**Parts Pricing:** Percent below MSRP: \_\_\_\_\_ %  
In words: \_\_\_\_\_  
Weighted: \$5,000 minus (Percent X \$5,000) of parts: \$ \_\_\_\_\_

**YEAR TWO TABULATION SHEET TOTAL:**

\$ \_\_\_\_\_ **IN WORDS:** \_\_\_\_\_

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

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

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

Sworn before me this \_\_ Day

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

\_\_\_\_\_

Notary Public



**YEAR THREE TABULATION SHEET**

Weighted Bid Price

**Schedule A Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule A Unit Price X 70 units: \$ \_\_\_\_\_

**Schedule B Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule B Unit Price X 35 units: \$ \_\_\_\_\_

**Transmission Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transmission Service Unit Price X 17 units: \$ \_\_\_\_\_

**Transmission Replacement:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Trans. Replace. Unit Price X 3 units: \$ \_\_\_\_\_

**Transfer Case Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transfer Case Serv. Unit Price X 1 units: \$ \_\_\_\_\_

**Front/Rear Axle Service:** Unit Price \$ \_\_\_\_\_  
Per Axle In Words: \$ \_\_\_\_\_  
Weighted: Axle Service Unit Price X 2 units: \$ \_\_\_\_\_

**Air Conditioning Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_

Weighted: Air Cond. Serv. Unit Price X 3 units: \$ \_\_\_\_\_

**Radiator/Coolant System:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Rad./Cool. Service Unit Price X 23 units: \$ \_\_\_\_\_

**Tire Changes:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Change Unit Price X 25 units: \$ \_\_\_\_\_

**Tire Mounting:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Mount Unit Price X 41 units: \$ \_\_\_\_\_

**Tire Repair:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Repair Unit Price X 35 units: \$ \_\_\_\_\_

**Unspecified Maintenance:** Unit Price (hourly rate) \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Unspec. Maint. Unit Price X 72 hours: \$ \_\_\_\_\_

**Parts Pricing:** Percent below MSRP: \_\_\_\_\_%

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

Weighted: \$5,000 minus (Percent X \$5,000) of parts: \$ \_\_\_\_\_

**YEAR THREE TABULATION SHEET TOTAL:**

\$ \_\_\_\_\_ **IN WORDS:** \_\_\_\_\_

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

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

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

Sworn before me this \_\_ Day

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

\_\_\_\_\_

Notary Public

**YEAR FOUR TABULATION SHEET**

Weighted Bid Price

**Schedule A Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule A Unit Price X 70 units: \$ \_\_\_\_\_

**Schedule B Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule B Unit Price X 35 units: \$ \_\_\_\_\_

**Transmission Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transmission Service Unit Price X 17 units: \$ \_\_\_\_\_

**Transmission Replacement:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Trans. Replace. Unit Price X 3 units: \$ \_\_\_\_\_

**Transfer Case Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transfer Case Serv. Unit Price X 1 units: \$ \_\_\_\_\_

**Front/Rear Axle Service:** Unit Price \$ \_\_\_\_\_  
Per Axle In Words: \$ \_\_\_\_\_  
Weighted: Axle Service Unit Price X 2 units: \$ \_\_\_\_\_

**Air Conditioning Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_

Weighted: Air Cond. Serv. Unit Price X 3 units: \$ \_\_\_\_\_

**Radiator/Coolant System:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Rad./Cool. Service Unit Price X 23 units: \$ \_\_\_\_\_

**Tire Changes:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Change Unit Price X 25 units: \$ \_\_\_\_\_

**Tire Mounting:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Mount Unit Price X 41 units: \$ \_\_\_\_\_

**Tire Repair:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Repair Unit Price X 35 units: \$ \_\_\_\_\_

**Unspecified Maintenance:** Unit Price (hourly rate) \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Unspec. Maint. Unit Price X 72 hours: \$ \_\_\_\_\_

**Parts Pricing:** Percent below MSRP: \_\_\_\_\_%

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

Weighted: \$5,000 minus (Percent X \$5,000) of parts: \$ \_\_\_\_\_

**YEAR FOUR TABULATION SHEET TOTAL:**

\$ \_\_\_\_\_ **IN WORDS:** \_\_\_\_\_

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

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

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

Sworn before me this \_\_ Day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

**YEAR FIVE TABULATION SHEET**

Weighted Bid Price

**Schedule A Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule A Unit Price X 70 units: \$ \_\_\_\_\_

**Schedule B Maintenance:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Schedule B Unit Price X 35 units: \$ \_\_\_\_\_

**Transmission Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transmission Service Unit Price X 17 units: \$ \_\_\_\_\_

**Transmission Replacement:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Trans. Replace. Unit Price X 3 units: \$ \_\_\_\_\_

**Transfer Case Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_  
Weighted: Transfer Case Serv. Unit Price X 1 units: \$ \_\_\_\_\_

**Front/Rear Axle Service:** Unit Price \$ \_\_\_\_\_  
Per Axle In Words: \$ \_\_\_\_\_  
Weighted: Axle Service Unit Price X 2 units: \$ \_\_\_\_\_

**Air Conditioning Service:** Unit Price \$ \_\_\_\_\_  
In Words: \$ \_\_\_\_\_

Weighted: Air Cond. Serv. Unit Price X 3 units: \$ \_\_\_\_\_

**Radiator/Coolant System:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Rad./Cool. Service Unit Price X 23 units: \$ \_\_\_\_\_

**Tire Changes:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Change Unit Price X 25 units: \$ \_\_\_\_\_

**Tire Mounting:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Mount Unit Price X 41 units: \$ \_\_\_\_\_

**Tire Repair:** Unit Price \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Tire Repair Unit Price X 35 units: \$ \_\_\_\_\_

**Unspecified Maintenance:** Unit Price (hourly rate) \$ \_\_\_\_\_

In Words: \$ \_\_\_\_\_

Weighted: Unspec. Maint. Unit Price X 72 hours: \$ \_\_\_\_\_

**Parts Pricing:** Percent below MSRP: \_\_\_\_\_%

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

Weighted: \$5,000 minus (Percent X \$5,000) of parts: \$ \_\_\_\_\_

**YEAR FIVE TABULATION SHEET TOTAL:**

\$ \_\_\_\_\_ **IN WORDS:** \_\_\_\_\_



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

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

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

Sworn before me this \_\_ Day

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

\_\_\_\_\_

Notary Public

**FORM OF PROPOSAL**

**Vendor shall supply the below numbers for Years 1 through 5\* and complete the attached worksheets identifying the unit prices for each weighted bid. Failure to bid on any category or any year shall result in a non-responsive bid.**

**Year One Weighted Bid Total: \$ \_\_\_\_\_**

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

**Year Two Weighted Bid Total : \$ \_\_\_\_\_**

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

**YEAR ONE AND TWO TOTAL COMBINED (BASE BID): \$ \_\_\_\_\_**

**IN WORDS: \_\_\_\_\_**

**Year Three\* Weighted Bid Total : \$ \_\_\_\_\_**

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

**Year Four\* Weighted Bid Total : \$ \_\_\_\_\_**

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

**Year Five\* Weighted Bid Total : \$ \_\_\_\_\_**

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

**Facility Location: \_\_\_\_\_**

**BID PRICING;**

**ITEM BID NAME: Repair and Maintenance of Public Safety Vehicles**

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

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

Address of Bidder: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Circle the business type that represents the type of business organization:**

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type)      Limited Liability Company (LLC)

Partnership      Limited Partnership      Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

Full Name (Print):		Title:	
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 the firm)

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

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Medford 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 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 \_\_\_\_\_.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of: \_\_\_\_\_

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_

(Print Name & Title of Affiant)

My Commission Expires: \_\_\_\_\_ -

(Seal)

TOWNSHIP OF MEDFORD

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EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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 the 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 or sex.

The contractor or subcontractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of



the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing 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 applicable 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 regards to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigations pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

AFFIRMATIVE ACTION QUESTIONNAIRE ON  
PROCUREMENT AND SERVICE CONTRACTS

**Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, MUST be submitted with the Bid Proposal:**

A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Medford.

- (1) An existing federally approved or sanctioned affirmative action program.
- (2) A Certification of Employee Information Report Approval.
- (3) If the Contractor cannot present "1" or "2", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available by the Township of Medford.

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The following must be answered by all contractors.

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_ No \_\_\_\_

A. If yes, please submit photostatic copy of such certificate.

2. Do you have a State Certificate of Employee Information Report approval?

Yes \_\_\_\_ No \_\_\_\_

A. If yes, please submit photostatic copy of such certificate.

3. Have you completed Employees Information Report (Form AA302)?

Yes \_\_\_\_ No \_\_\_\_

A. If yes, please submit photostatic copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

NOTE: A Contractor's contract must be rejected as non-responsive if a contractor fails to comply with the requirement of P.L. 1975, c.127 (N.J.A.C. 17:27).

## TOWNSHIP OF MEDFORD

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### EXHIBIT B

#### AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of Medford, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act"), 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 part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such an action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from

any liability, nor preclude the owner from taking any other actions available to it under an other provisions of the Agreement or otherwise at law.

## TOWNSHIP OF MEDFORD

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### New Jersey Business Registration Certificate

#### Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and supplier\* or attest that none was used; and,

- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax, (N.J.S.A.

54:32B-1

et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

[www.state.nj.us/treasury/purchase/pdUChapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdUChapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

## CONTRACT AWARDS AND RENEWALS

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the NJ Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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 (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify; pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the NJ Department of the Treasury 's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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 (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.



### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

TOWNSHIP OF MEDFORD

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CHECKLIST FOR BID SUBMITTAL

		YES	NO
1.	Bid Specifications	_____	_____
2.	Completed Bid Proposal Form	_____	_____
3.	Addendum (if appropriate)	_____	_____
4.	Disclosure Statement, Stockholder/Partnership	_____	_____
5.	Non-Collusion Affidavit	_____	_____
6.	New Jersey Business Registration Certificate	_____	_____
7.	Tax Payer Identification Number and Certification (IRS form W-9)	_____	_____
8.	Separate Sheet of Paper Demonstrating Equivalency (If applicable)	_____	_____
9.	Affirmative Action Forms	_____	_____
10.	Disclosure of Activities in Iran Form	_____	_____