

TOWNSHIP OF MONROE

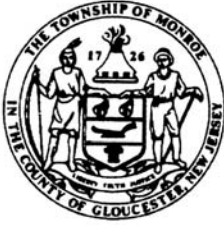
Gloucester County



PURCHASE AND INSTALLATION OF FOUR (4) AMBULANCE POWER- LOAD SYSTEMS AND COTS (STRETCHERS)

OFFICE OF EMERGENCY SERVICES (OEM)
Township of Monroe
Gloucester County

Thursday, May 24, 2018 at 10:00AM



Township of Monroe

Office of the Monroe Township Council and Clerk



125 Virginia Avenue
Williamstown, NJ 08094
Office (856) 728-9800 Ext. 214

TOWNSHIP OF MONROE, COUNTY OF GLOUCESTER NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Monroe. Said bids will be opened and read at the Municipal Complex, 125 Virginia Avenue, Williamstown, New Jersey 08094 on the prevailing day and time:

THURSDAY, MAY 24, 2018 AT 10:00am PURCHASE AND INSTALLTION OF FOUR (4) AMBULANCE POWER-LOAD SYSTEMS AND COTS (STRETCHERS)

**Office of Emergency Services (OEM)
Township of Monroe, Gloucester County**

Specifications may be obtained by prospective bidders from the Township Clerk's Office, Suite 4, 2nd floor of the Municipal Complex and may be obtained at said office during regular business hours of 9:00 AM - 4:00 PM Monday thru Friday.

The Township of Monroe, Gloucester County reserves the right to reject any or all bids, to waive any informalities or to accept the bid, alternative or option which in its judgment, best serves the interest of the Township, and shall have a period of (60) days within which to accept or reject bids. Bidders shall be required to keep their bids open for a period of time and agree that they will not withdraw or modify the prices therein.

The award of the contract shall be made subject to the necessary monies being appropriated in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to pay for the contract have been appropriated in a lawful manner.

The Township is not responsible for loss or destruction of any bids mailed or delivered to the Municipal Clerk prior to the time set for bid opening.

All bidders are required to comply with the requirements of P.L. 1975 C. 127, (N.J.A.C. 17:27).

Susan McCormick, RMC

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

TOWNSHIP OF MONROE
125 VIRGINA AVENUE
WILLIAMSTOWN, NJ 08094

CONTACT PERSON(S)

KEVIN W. HEYDEL
Business Administrator
(856) 728-9800 Ext. 202
Cell (856) 466-5882

FRANK MCLAUGHLIN
EMS Supervisor
(856) 629-3301 Ext. 106
Cell (856) 457-0009

PURPOSE OF REQUEST

The Township of Monroe is extending an invitation for bids for the purchase and/or lease of four (4) New Ambulance Power Load Systems and Cots (Stretchers). This proposal includes all required materials, labor, transportation, delivery, installation and maintenance services for the project to complete usable and operable systems in accordance with all pertinent codes and regulations as necessary.

SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE AND INSTALLATION OF FOUR (4) AMBULANCE POWER-LOAD SYSTEMS AND COTS (STRETCHERS)

1. SCOPE OF WORK:

The Township of Monroe is requesting proposals from qualified individuals and firms for the purchase and installation of four (4) New Ambulance Power-Load Systems and Cots (Stretchers)

2. PRICES AND PRICE ADJUSTMENTS:

All prices shall include all charges that may be imposed in fulfilling the terms of the resulting contract.

3. DELIVERY:

The Township requires that delivery be made within the shortest time possible after the date of award. Bidders are required to indicate a definitive time frame, in days after receipt of order (ARO), in the space provided on the proposal form. The exact date and place of delivery shall be agreed upon between the Township's authorized representative and the contractor.

4. BRAND NAME OR EQUAL:

The brand names used in these specifications are meant to acquaint bidders with the type of items required and will be used as the standard by which alternate or competitive items offered will be judged. Competitive items shall be equal to the brand names specified and be of the same reputation for quality and workmanship. Any variations between the items described and those being offered must be fully explained by the bidder as part of its bid. In the absence of any changes by the bidder, it will be presumed and required that the items described in these specifications will be delivered. The Township shall be the sole judge concerning merits in all bids submitted.

5. EVALUATION OF BIDS:

The Township reserves the right to evaluate all bids submitted and determine through evaluation the system that best serves the Township of Monroe, its operations and award accordingly.

SPECIFICATIONS

General – It is the intent of the Township of Monroe to purchase (and/or lease) and install from a qualified vendor four (4) new Ambulance Power Load Systems and Cots (Stretchers) in (4) township owned ambulance emergency service vehicles. A qualified vendor is defined as a vendor that is authorized in the supply, delivery, installation and full warranty support of equipment for their own companies' products or authorized as a dealer representing another manufacture's products for supply, installation and full warranty support.

SPECIFICATION DETAIL

(Brand name for informational purposes only)

New Stryker EMS Power-LOAD (Model 6390) Cot fastening system mounted within the patient compartment intended to aid in the loading/unloading of patients.

Requirements for Power Load Fastening System:

Powered Cot Fastener must be mounted inside the patient compartment to prevent environmental exposure and corrosion.

Powered Cot Fastener must remain engaged to cot and provide a means of lifting and lowering during loading and unloading.

Powered Cot Fastener must remain engaged to cot and provide a means of eliminating patient drops during loading and unloading by eliminating the reliance on a safety hook.

Powered Cot Fastener must conform to AS/NZS-4535 for dynamic crash testing.

Powered Cot Fastener must conform to BS EN-1789 clause 4.5.9 for dynamic crash testing.

Powered Cot Fastener to be compliant to IEC 60601-1 and IEC 60601-1-2.

Powered Cot Fastener to be compliant with SAE J3027.

Powered Cot Fastener must provide a linear guide when loading and unloading the cot.

Powered Cot Fastener must provide manual back-up in the event of power failure.

Powered Cot Fastener must have wireless communication capabilities.

Powered Cot Fastener must carry the Under Writers Laboratories Seal of Approval.

Powered Cot Fastener must carry an IPX rating of 6 or higher.

Powered Cot Fastener must have a safe working load of 870 lbs. and capable of lifting patients weighing 700 lbs.

Powered Cot Fastener must allow for remote ACTUATION FROM Power-PRO foot end controls.

Powered Cot Fastener must be power washable.

Powered Cot Fastener must be capable of inductively charging the Stryker SMRT cot battery.

Power Cot Fastener must be compatible with Stryker Power PRO Stretchers.

50% Discount Provided on replacement equipment for equipment involved in an accident

Must have Mass Casualty Capability

Included Options:

In-Service DVD

Operations Manual

Shipping Costs

Warranty: One year including Parts, Labor and Travel

Additional Available Options for Purchase:

Wheel Guide

Mass Casualty Fastener

Compatibility kit for power cot

Factory Direct service agreement that covers Preventative Maintenance, and all Parts/Labor/Travel

SPECIFICATION DETAIL

(Brand name for informational purposes only)

New Stryker Power-PRO XT Ambulance Cot (Stretcher) intended for patient transport and compatible with Stryker EMS Power-LOAD (Model 6390) Cot fastening system.

Requirements for Power Cot:

Weight capacity of the cot must be at least 700 pounds.

Innovative battery powered hydraulic system raises and lowers the patient with the touch of a button.

Must have a NiCad battery operating system or SMRT Battery technology.

Battery must be able to completely charge within 1 hour of discharge.

The foot end of the cot must provide lifting bars and operator controls at 2 different heights, thus providing optimum ergonomics to most operator heights.

The foot-end of the cot must contain a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator time to change battery before full depletion of power.

The cot is to provide the highest possible load height of any cot on the market at 36" and is operator adjustable to match the deck height of individual ambulances.

Must have an in truck safety shutoff while locked in mounting system to eliminate operation of cot while locked in mounting system.

When unloading with the manual release handle, the cot utilizes hydraulic dampening so the cot will not abruptly jar the operator or the patient.

Must have in truck battery charging capability that is easily transferred between ambulances.

Easy to use manual back-up system must be available to complete cot operation in the event of power loss.

Must be color coded for ease of operation.

Must be powder coated and power washable for ease of cleaning.

Weight of the cot must not exceed 127 pounds.

The cot legs power-retract within 2.5 seconds which speeds load times.

Retractable head section must be available that allows cot to be shortened in any height position for maximum versatility.

Must carry the Under Writers Laboratories Seal of Approval.

Must carry an IPX rating of 6 or higher.

Maintenance Plan:

Five (5) year warranty to include part, labor, travel, (1 preventive maintenance inspection, unscheduled service and product and equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

Payment Terms:

Five (5) Year – sixty (60) month payment plan.

**All Equipment becomes property of Monroe Township upon completion of payment terms.

1. Ownership Disclosure Statement

In conformance with Chapter 33 of the Public Laws of 1977, every corporation and/or partnerships submitting a Bid shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership who own ten (10%) percent or more of its stock. If one or more stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding ten (10%) percent or more of that corporation stock, or of the individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be shall also be listed. The disclosure shall continue until names and addresses of every known corporate stockholder, individual partner, exceeding the ten (10%) percent owner criterion, has been listed. A limited liability company for the purpose of the Ownership Disclosure Statement shall be treated as a partnership or a corporation. (Form provided in the Bid Proposal Division).

2. Non-Collusion Affidavit

Bidders shall submit with their bid a properly executed non-collusion affidavit, notarized by a Notary Public.

3. Business Registration

"Business registration certificate" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of the Treasury pursuant to N.J.S.A. 34:56.51 et seq. Each bidder shall provide a copy of its business registration certificate to the Authority with its bid proposal. Every subcontractor of the successful bidder shall provide a copy of its business registration certificate to the contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by the contractor unless the subcontractor first provides proof of valid business registration. The successful bidder shall give written notice to its subcontractors of their obligation to comply with this section. The Authority shall not be responsible for contractor's failure to comply with this section. The contractor shall maintain and submit to the Authority a list of its subcontractors and their addresses, which may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered (or for construction of a construction project) under the contract.

The contractor or subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L.1966," c. 30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

4. Equal Employment Opportunity (EEO) Clause

By the submission of its Bid, each Bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements, throughout the performance of work under any contract awarded pursuant to this solicitation. Each Bidder agrees that if awarded a contract, it will similarly bind contractually each Subcontractor. In implementation of the foregoing policies each Bidder further understands and agrees that

if awarded a contract, it must engage in affirmative action directed at promoting and insuring equal employment opportunity in the work force used under the contract (and that it must require contractually the same effort of all Subcontractors whose subcontracts exceed \$100,000). The Bidder understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site work force used on the Contract.

Notification of Subcontractor:

The Contractor and all Subcontractors shall include by reference the EEO clause and applicable bid conditions in all advertisements or other solicitations for Bids, and shall include the EEO clause and applicable bid conditions in all contracts. The Contractor and all Subcontractors must provide written notice to each Subcontractor of the specific reporting and record keeping requirements under the EEO clause and applicable bid conditions. Upon award of a subcontract, each Contractor shall immediately notify the Compliance Agency of the contract number, the subcontractor's name, dollar amount of contract, estimated start and completion dates, and the crafts which will perform work under the subcontract.

Law Against Discrimination:

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 or sex. 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 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 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 contracting 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 or sex.

The Contractor or Subcontractor where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency Contracting Officer, advising the labor union or workers representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Each prospective Bidder on a public works contract and each Subcontractor must formulate and submit to the State Treasurer an affirmative action program of equal

opportunity which guarantees minorities employment in all employment categories. The State Treasurer must approve or disapprove the affirmative action program within sixty (60) days of its submission. Any existing federally approved or sanctioned affirmative action program must be approved by the State Treasurer. Any violator of this law will be subject to a fine of up to \$1,000 for each violation for each day during which the violation continues.

5. Affirmative Action Requirements

The Contractor and Subcontractor(s) shall agree to the mandatory provisions expressed in the State of New Jersey Affirmative Action Requirements, P.L. 1975 c. 127 (N.J.A.C. 17:27) as presented in "Exhibit A", as attached hereto.

The Contractors and Subcontractors will notify the unions with whom it has referral agreement, within three (3) days of the contract award, of their obligations under the affirmative action requirements and seek the cooperation of such unions in meeting those requirements.

As required by N.J.A.C. 17:27-3.3, 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:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
- iii. 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.

Bidders with either a Federally approved Affirmative Action Plan or a State Certificate of Approval are required to submit copies of those documents with their proposal. A successful bidder without either Federal or State approval will be required to complete an Affirmative Action Employee Information Report (Form AA302) upon signing the contract. Bidders shall comply with the requirements of the Affirmative Action language in Aff. Act. Form A (identified by the Affirmative Action office as Exhibit A) as appended hereto.

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the Contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction Contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127.**

The following questions must be answered by all prospective proposers:

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

Yes _____ No _____

- a. If yes, please submit a copy of such approval.

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

Yes _____ No _____

- a. If yes, please submit a copy of such certificate.

The undersigned Contractor certifies that it are aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

Company: _____ Signature: _____

Title: _____

NOTE: A Contractor's proposal must be rejected as non-responsive if a Contractor fails to comply with the requirements of P.L. 1975, c. 127 within the time frame.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSION AND SERVICE CONTRACTS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

EXHIBIT A

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 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 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 the 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).

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a 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 are 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 action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER 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 proceedings 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 any other provisions of the Agreement or otherwise at law.

NON-COLLUSION AFFIDAVIT

State of New Jersey

SS

County of _____

I, _____ residing in _____ in the
(name of affiant) (name of municipality)

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 _____
(title or position) (name of firm)

the bidder making this Bid entitled **INVITATION FOR BIDS FOR THE PURCHASE AND/OR LEASE OF FOUR (4) NEW AMBULANCE POWER LOAD SYSTEMS AND COTS (STRETCHERS)**, and that I executed the said bid with full authority to do so; that said bid 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 bid and in this affidavit are true and correct, and made with full knowledge that the **Township of Monroe** relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Contractor)

(Type or print name of affiant under signature)

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

Notary Public

(Corporate Seal)

My commission expires _____

EXCEPTION(S) ITEMIZATION

I DO HEREBY CERTIFY that all exceptions to the bid/quote specifications are noted below and that should no exception be noted, then the equipment/product/material/service provided will meet the specifications exactly.

[] No exceptions are taken.

[] The following exception are taken:

ITEM NUMBER

DESCRIPTION OF EXCEPTION

Contractor Representative Signature

Representative Name and Title

Company Name

Date

Subscribed and Sworn before me this ____ day of _____, 20__.

(Notary Public)

My Commission Expires:

(Seal)

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 Check the box 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	Home Address (for Individuals) or Business 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	Home Address (for Individuals) or Business 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 Township of Monroe 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 Township of Monroe to notify the Township of Monroe 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 Township of Monroe to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property is intended for a contract with a contracting agency.

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

**NJTPA
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP Title: _____ Proposer: _____

PART 1: CERTIFICATION

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, action shall be taken as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity. **Failure to complete the certification will rendered a respondent's proposal as non-responsive.**

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the NJTPA under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

NJTPA
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(cont'd...)

PART 3: CERTIFICATION

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to *N.J.S.A. 19:44A-20.26* (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (*N.J.S.A. 19:44A-20.7*).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at *N.J.S.A. 19:44A-20.7*) are subject to the provisions of P.L. 2005, c. 271, s.2 (*N.J.S.A. 19:44A-20.26*). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See *N.J.S.A. 19:44A-8* and *19:44A-16* for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [*N.J.S.A. 19:44A-20.26(b)*] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ *N.J.S.A. 19:44A-3(s)*: “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To *N.J.S.A. 19:44A-20.26*

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of *N.J.S.A. 19:44A-20.26* and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to *N.J.S.A. 19:44A-20.26* this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

Required Pursuant To *N.J.S.A. 19:44A-20.26*

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

BID PROPOSAL FORM

**TO: TOWNSHIP OF MONROE, COUNTY OF GLOUCESTER
STATE OF NEW JERSEY**

FOR:

The undersigned, as bidder/quoting entity, declares that the only person, persons, company or parties interested in this proposal are named herein; that this proposal is made without any connection with any person acting for or employed by Monroe Township or any of its several departments and that no person employed by Monroe Township is directly or indirectly interested herein, or in the supplies or work to which it relates or in any portion of the prospective profits therefore.

The undersigned declares that he has carefully examined each and every item of the annexed form of contract, the instruction to bidders/quoting entities and the specifications therein referred to, and that he fully understands the same; and that he proposed and agrees that if this proposal is accepted, he will contract with Monroe Township in the form of the annexed official contract to provide the equipment/product/material/service in the manner and within the time therein prescribed.

The prices submitted in the proposal for the specified equipment/product/material/service shall be complete as specified, delivered at the site specified, placed in operation, and include the cost of the unit complete, including demonstration, training, moving in or moving out equipment/product/material for demonstration, fuel, operators of equipment, etc., also the delivery to the site specified, placing in operation, all taxes and incidental costs and expenses, for the unit as specified, at the site in operation.

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

Fax Number

E-mail address

TOWNSHIP OF MONROE

BID DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required, submit the item
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Exception(s) Itemization	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	Political Contribution Disclosure Form	
<input type="checkbox"/>	Bid Proposal Form	

**This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.*