

TOWNSHIP OF WASHINGTON



Morris County, New Jersey

REFURBISHMENT OF 1999 PIERCE PUMPER

Proposal Opening Date –March 8, 2018

Time – 10 A.M.

43 Schooley's Mountain Rd.
Long Valley, NJ 07853

Washington Township Committee

William Roehrich
Matthew Murello
Kenneth W. Short
Jim LiaBraaten
Gregg Forsbrey

Mayor
Vice-Mayor
Committeeman
Committeeman
Committeeman

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Attach a copy of the Following:

Business Registration Certificate

PUBLIC NOTICE
TOWNSHIP OF WASHINGTON
NOTICE OF SOLICITATION OF BIDS FOR
REFURBISHMENT OF 1999 PIERCE PUMPER

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Washington, County of Morris, State of New Jersey, in the meeting room of the Municipal Building, located at 43 Schooley's Mountain Road, Long Valley, New Jersey, 07853 on Thursday, Mar. 8, 2018 at 10:00 A.M., or as soon thereafter as the matter may be heard, and publicly announced for the purchase of the following goods and/or services:

REFURBISHMENT OF 1999 PIERCE PUMPER

Specifications and related bid documents for the proposed work are on file in the Office of the Township Clerk and may be inspected and procured by prospective bidders during regular business hours at 43 Schooley's Mountain, Long Valley, NJ 07853

All proposals shall be enclosed in opaque sealed envelopes, one bid item per envelope, plainly marked FIRE TRUCK REFURBISHMENT, and shall show the name and address of the bidder. Bids may be forwarded by certified mail or overnight delivery. If mailed, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope properly addressed for mailing as follows:

**Nina DiGregorio, Township Clerk
Township of Washington
Municipal Building
43 Schooley's Mountain Road
Long Valley, New Jersey 07853**

All bids shall be presented to the Township Clerk by the parties bidding or their agents at the place and time designated or by mail as above. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. No bids will be received after the time set forth above.

No proposal will be considered unless accompanied by a Consent of Surety, plus a bid guarantee in the amount of ten percent (10%) of the base bid, not to exceed \$20,000.00, in the form of a certified check, cashier's check or bid bond, binding the bidder to execute a contract and furnish the required performance bond within ten (10) days after notification of acceptance of the bid. A Non-Collusion Affidavit shall also be submitted.

The successful bidder will be required to furnish a performance bond for the faithful performance of the contract in an amount not less than 100% of the total price for the completed contract. Said bond to be that of an approved surety company authorized to do business in the State of New Jersey and acceptable to the Township. No proposal will be considered unless accompanied by a Consent of Surety from a surety company binding it

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to provide and issue the required performance bond.

Bidders are required to comply with the provisions of P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.), and N.J.A.C. 17:27 and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

- 1. A photocopy of the bidder's Federal Affirmative Action Plan Approval Letter; or**
- 2. A photocopy of the bidder's Certificate of Employee Information Report; or**
- 3. The Township's copy of the bidder's completed Affirmative Action Employee Information Report Form, Form AA-302, as submitted to the Division of Contract Compliance and EEO.**

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue, prior to the award of the successful bid pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44, as amended).

The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are in the opinion of the Township in the best interest of the Township.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.

No Specifications, forms of Proposal, or other document will be issued after 10 a.m. on Thursday, Mar. 1.

By order of the Township Committee of the Township of Washington.

Nina DiGregorio
Township Clerk
January 26, 2018

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CHECK LIST OF REQUIRED DOCUMENTS

The following items WITH CHECKMARKS are required submissions in the proposal package:

| | ✓ | Initials |
|---|---|-----------------|
| Proposal Form | ✓ | _____ |
| List of Qualifications | ✓ | _____ |
| Bidder's Affidavit | ✓ | _____ |
| Affidavit of Non-Collusion | ✓ | _____ |
| Affirmative Action Certification | ✓ | _____ |
| Americans With Disabilities Act | ✓ | _____ |
| Acknowledgement of Receipt of Changes (as applicable) | ✓ | _____ |
| Disclosure of Investment Opportunities in Iran | ✓ | _____ |
| Bid Guarantee | ✓ | _____ |
| Performance Bond | ✓ | _____ |
| Contract (to be executed after award) | | _____ |
| Consent of Surety | ✓ | _____ |
| N.J. Business Registration Certificate | ✓ | _____ |
| A Statement of Corporate Ownership | ✓ | _____ |
| Proof of Authority to Sign Bids | ✓ | _____ |
| List of Subcontractors | ✓ | _____ |
| Checklist of Required Documents, signed below | ✓ | _____ |

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. *THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.*

 COMPANY / APPLICANT'S NAME

 AUTHORIZED SIGNATURE

 DATE

 NAME (PRINT) TITLE

January 26, 2018

INSTRUCTIONS TO BIDDERS

GOODS AND SERVICES CONTRACTS

RECEIPT AND OPENING OF BIDS

The Township of Washington (hereinafter called the "Owner"), invites bids on the forms of proposal attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Township of Washington, at 10:00 a.m., prevailing time, on the date specified in the Notice to Bidders.

Bids may be submitted by Certified Mail, Return Receipt Requested, as detailed in the Notice to Bidders. The Owner will not assume responsibility for bids forwarded through the mail if lost in transit at any time prior to bid opening.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

AWARD OF BIDS

The Owner shall award the bid or reject all bids therefor within sixty (60) days after they are received. If for any reason the Owner is unable to make an award within such sixty (60) days, it shall be lawful for the Owner and each of the lowest responsible Bidders to agree upon an extension not exceeding an additional thirty (30) days.

GENERAL

The Instructions to Bidders, Detailed Specifications, General Requirements and all other documents, which are part of this specification, shall apply to the entire specification and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

**PROPOSAL FORMS SHALL NOT BE REMOVED FROM THE SPECIFICATION BOOKLET.
PROPOSALS MUST BE MADE UPON THE BLANK FORMS PROVIDED.**

Proposals must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address and the name of the project for which the bid is submitted.

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Successful Bidders must be prepared to comply in all respects with the nondiscrimination provisions of the New Jersey Nondiscrimination in Employment Statutes and New Jersey Prevailing Wage Act which are included in the specifications by reference.

QUALIFICATION OF BIDDERS

After the opening of bids and when directed by the Owner the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning present and proposed equipment, the personnel and qualification of his working organization, prior experience and performance record. A sworn statement concerning the Bidder's financial condition shall also be required if any law or regulation of the United States imposes a condition upon awarding of a monetary grant to be used for the purchase, contract or agreement, which condition requires that a financial statement be submitted. The Bidder, if requested, shall prove to the satisfaction of the Owner that he has successfully completed similar projects for other persons. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder.

BID SECURITY

Each bid must be accompanied by a cashier's check, certified check or bid bond duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of ten percent (10%) of the bid or \$20,000, whichever is smaller. The check or bid bond shall be made payable to the Owner. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days of the awarding and signing of the contract and the approval of the Contractor's performance bond, the bid security of the remaining bidders shall be returned.

CERTIFICATE OF SURETY

Each bidder must accompany his bid with an appropriate certificate from a surety company duly authorized to issue bonds in New Jersey and satisfactory to the Owner, stating that such surety company will provide the bidder with the bonds in such sums as are required by the contract documents for the faithful performance of the contract including the payment of the labor and material furnished in the prosecution thereof and the faithful performance of the contract provisions relating to contract warranties and the repair and maintenance of the contractor's work and keeping the same in good and serviceable condition. All surety bonds in connection with the advertisement and award of this contract must be written by a surety company whose qualification and authority to issue bonds in New Jersey has been certified by the New Jersey Commissioner of Insurance pursuant to the provisions of N.J.S.A. 17:17-1 et seq.

With respect to all payment and performance bonds in the amount of \$850,000 or more, the surety must hold a current Certificate of Authority issued by the United States Secretary of the Treasury pursuant to 31 USC Sec. 9305, that is valid in New Jersey as listed annually in the United States

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Treasury Circular 570, all as required by and subject to the exceptions and exemptions of N.J.S.A. 2A:44-143.

With respect to payment and performance bonds in the amount of more than \$3.5 million, there are further certification requirements under N.J.S.A. 2A:44-143 which must be observed.

N.J.S.A. 2A:44-143 requires that a Surety Disclosure Statement and Certification be attached to the payment and performance bonds. The requisite form of such certification is set forth in the bid pages herein. The Owner may not accept a payment bond or a performance bond unless the required Surety Disclosure Statement and Certification complete in all respects and duly acknowledged according to law, is attached thereto.

EQUAL BIDS

When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.

AUTHORITY TO REJECT BIDS

The Owner reserves the right to reject all proposals, and to *readvertise* under those circumstances recognized in the Local Public Contracts Law, as amended.

WITHDRAWAL OF BID DUE TO MISTAKE IN CERTAIN CIRCUMSTANCES

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the Township Clerk at 43 Schooley's Mtn. Rd, Long Valley, NJ 07853. The bidder must request withdrawal of a bid due to mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact all bidders, after bids are opened, to ascertain if any bidders wish to or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of the bid.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within the (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGE

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 160 consecutive calendar days. The Bidder must also agree to pay as liquidated damages, the sum of Two Hundred Dollars (\$200) per day, for each consecutive calendar day thereafter as herein provided.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to the Township Clerk at 43 Schooley's Mountain Road, Long Valley, NJ 07853. To be given consideration, each such request must be received at least ten (10) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be published in a legal newspaper and mailed by Certified Mail with Return Receipt Requested to all prospective Bidders known at that time by the Owner, not later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

EXECUTION OF CONTRACT AND BONDS

The Bidder to whom a contract is awarded shall execute the contract and bond(s) required within ten (10) days after the contract has been forwarded to him for execution by the Owner. Should the Bidder fail to execute and deliver the contract and bond(s) within the time above mentioned, the Owner may thereupon, in his discretion, declare the bid forfeited and may either award that contract to the next lowest Bidder or readvertise that contract for new proposals, in which case the Bidder will **pay, without proof of notice or demand to the Owner:**

1. **The expense of reletting the contract; and**
2. **Any difference between the sum which the said Bidder would have been entitled to receive upon the completion of the contract if awarded to him and the sum which the Owner may be obliged to pay to the person or persons by whom the contract shall be finally executed, provided the latter sum is greater, using the same specifications as the basis for comparison.**

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PERFORMANCE BOND

Within ten (10) days after the award of the Contract, the successful bidder shall obtain, pay for, and deliver to the Owner a Performance Bond for one hundred percent (100%) of the Contract sum, satisfactory to the Owner and executed by a surety company licensed to do business in the State of New Jersey. Such bond shall be in the form of a New Jersey statutory bond, and shall bear same date as, or dates subsequent to the date of the Contract. Said bond shall assure the fulfillment of the Contract, in all its provisions, including any additions, deductions, or other modifications to the Contract, or full reimbursement to the Owner for all expenses incurred by it in making good any default. This bond shall also contain a waiver of notice being required of alterations, additions, deductions, extension of time, or other modifications of Contract, as ordered.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds, consents of surety or performance bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

P.L. 1999, c. 440 and its provisions, as amended from time to time, shall control to the extent of any inconsistency between that legislation and these specifications.

OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his bid.

CONTRACTOR'S EMPLOYEES

The Bidder will not be permitted to employ any laborer, working man or mechanic contrary to the rulings of the various authorities having jurisdiction.

The Bidder shall not employ any employee of the Owner.

FINAL PAYMENT

Upon receipt of written notice that the **REFURBISHMENT OF 1999 PIERCE PUMPER** is completed and ready for final inspection and acceptance, the Owner shall promptly make such inspection. When the Township finds the vehicle, apparatus and equipment acceptable as specified and contracted for, the Owner shall pay to the contractor the entire balance found to be due within thirty (30) days of the date of acceptance.

ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liabilities to the contractor for all things done or furnished in connection with the **REFURBISHMENT OF 1999 PIERCE PUMPER** and for every act and neglect of the Owner and others relating to or arising out of this contract. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligations under this contract or the performance bond.

DATE OF ACCEPTANCE

The date of acceptance shall be the date upon which the Owner makes the final payment to the contractor hereunder.

RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to declare the contractor in default in any of the following eventualities:

1. The contractor becomes insolvent;
2. The contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the contractor;
4. The contractor fails to commence work when notified to do so by the Owner;
5. The contractor shall abandon the work;
6. The contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Owner, to complete the work on the REFURBISHMENT OF 1999 PIERCE PUMPER in accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Owner;
7. The contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
8. A receiver or receivers are appointed to take charge of the contractor's property or affairs;
9. The Owner shall be of the opinion that the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;
10. The Owner shall be of the opinion that the contractor is or has been willfully or in bad faith violating any of the provisions of the contract;
11. The Owner shall be of the opinion that the contractor is not or has not been executing the contract in good faith and in accordance with its terms;
12. The Owner shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the contractor's control; and
13. The work is not completed within the time herein provided therefor or within the time to which the contractor may be entitled to have such completion extended.

Before the Owner shall exercise its right to declare the contractor in default, the contractor shall be given an opportunity to be heard on two (2) days' notice.

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The right to declare the contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the contractor a notice, signed by the Owner, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the contractor shall immediately discontinue all further operations under this contract.

The Owner, after declaring the contractor in default, may then have the work completed by such means and in such manner by contract or without public letting, or otherwise, as the Owner may deem advisable. After such completion, the Owner shall certify the expense incurred in such completion, which shall include the cost of reletting as well as the total amount of liquidated damages (at the rate provided for herein) from the date when the work should have been completed by the contractor in accordance with the terms hereof to the date of actual completion of the work.

Such certification shall be binding and conclusive upon the contractor as to the amount thereof.

The expense of such completion, as so certified by the Owner, shall be charged against and deducted from such moneys as would have been payable to the contractor if he had completed the work; and the balance of such moneys if any, subject to other provisions of this contract, shall be paid to the contractor without interest after such completion. Should the expense of such completion, so certified by the Owner, exceed the total sum which would have been payable under this contract if the same had been completed by the contractor, any such excess shall be paid by the contractor to the Owner upon demand.

STANDARDS AND SUBSTITUTIONS

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal", are used, shall be known as "standard." All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named.

It is the intention of the Specifications to permit the Contractor to base his bid on an "equal." If he chooses to base his bid on a "so-called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

1. The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.
2. In all cases concerning the equality of any substitution, the decision of the Owner shall be final.

If the Contractor does not seek approval as described above, one of the standards named shall be used.

CONSIDERATION OF PROPOSALS

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the award as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner.

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Each bidder shall submit with the proposal a list of other owners for which he has completed similar projects.

No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other municipality. Failure of any bidder to have completed a previous contract will be evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

EXTENSION OF TIME

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, Township of Washington, or any other Contractor employed by the Owner under the work, or any damage caused by fire, or other casualty, for which the Contractor is not responsible, or by the combined action of workmen, in no way caused by or resulting from default or collusion on the part of the Contractor (burden of proof being the Contractor's), or abnormal weather conditions, then the time fixed for completion of the work will be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Township, but no such allowance will be made unless a claim therefor is presented in writing to the Township of Washington within forty-eight (48) hours of the occurrence of such delay, and then only when approved in writing by the Township of Washington.

EXTENSION OF TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

INDEMNIFICATION

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner and the owner's officers, boards, departments, administrators, commissions, consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder.

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Contractor shall further indemnify and hold harmless the Owner and the Owner's officers, boards, departments, administrators, commissions, consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the work provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Owner or the Owner's consultants, agents, representatives, or employees and arises out of this project or the work performed on this project and provided such claim, damage, loss, cost or expense is not caused by the sole negligence of a party indemnified hereunder.

This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

RIGHT TO ACCEPT OR REJECT PROPOSALS

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bids received, if it is in the best interest of the Owner to do so.

CONTENTS OF BID

Each bidder who makes a proposal on this project must submit a lump sum price, which price shall cover all costs of any nature, incident to and growing out of the work, except as otherwise provided in the bid documents.

PRICES BID

Prices shall be stated in both words and figures in the appropriate places in the "Form of Proposal," and bids may be considered informal which contain items not specifically required in the "Form of Proposal."

In the event that there is a discrepancy between the prices written in words, and those written in figures, the prices written in words shall govern.

AMERICAN GOODS AND PRODUCTS TO BE USED

Only manufactured products of the United States, whenever available, shall be used.

SIGNATURE OF BIDDERS

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of

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at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as," or "sole owner."

All corporations, partnerships, limited partnerships, limited liability corporations, limited liability partnerships, subchapter S corporations and sole proprietorships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding that ten percent (10%) ownership criteria established in the act has been listed. The statement shall be submitted with the bid whether or not a stockholder or partners owns less than 10% of the business submitting the bid.

NEW JERSEY PREVAILING WAGE ACT

The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.

All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.

NON-DISCRIMINATION

The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966. Requests for information or material may be addressed to: Division of Civil Rights, 52 West State Street, Trenton, New Jersey 08608.

BUSINESS REGISTRATION CERTIFICATE FOR BIDDER AND SUBCONTRACTORS

The bidder's attention is directed to the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which requires registration with the New Jersey Department of Treasury, Division of Revenue, as a condition to bidding on or engaging in a contract that is publicly bid. Bidders and their subcontractors of any tier must comply with the provisions of P.L. 2004, c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of Treasury, Division of Revenue, by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the bid submitted to the Owner.

The referenced Act became affected September 1, 2004.

Unless the bidder and any subcontractor has registered with the New Jersey Department of Treasury, Division of Revenue, prior to the award by the Owner, the bid will be considered non-responsive.

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EQUAL EMPLOYMENT

It is the policy of the Township of Washington that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Township of Washington to perform under a contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Township of Washington's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Township of Washington's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Township of Washington with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Township of Washington no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

AFFIRMATIVE ACTION LAW

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

Contractor 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. 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.

Contractor will in all solicitations or advertisements for employees placed by or on behalf of 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.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the
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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.

Contractor agrees to comply with the 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.

Contractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals prescribed by 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.

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

Contractor 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 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, 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.

Contractor 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 investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT (EQUAL OPPORTUNITY FOR INDIVIDUAL WITH DISABILITIES)

The Contractor and the Owner do hereby agree that the provision of Title 11 of the Americans with Disabilities Act of 1960 (the "Act")(42 U.S.C. 12101 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 thereto, are made a part of this agreement. In providing any aid, benefit, or service on behalf of the Owner pursuant to this agreement, 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 agreement, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and

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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'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 Act 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 agreement 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 this agreement or otherwise at law.

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Request for Bid Proposal A: Refurbishment of 1999 Pierce Pumper Engine

1. Remove and replace fuel tank.
2. Remove rust scale from forward body (front compartments) mounting brackets, apply rust inhibitor and repair affected areas.
3. Remove rust scale from rear body mounting substructure, replace members that cannot be restored, apply rust inhibitor and refinish with durable bed liner material.
4. Remove Backstop bladder and replace mounting bracket with new. Prime bracket and finish with durable bed liner material.
5. Perform general under cab and body inspection. Clean rust areas, apply rust inhibitor and repaint as needed.
6. Replace wheel chock bracket mounting tracks, step mounts and right front underbody step brackets.
7. Remove tank valves and plumbing. Remove hose deck and dividers. Remove booster tank. Remove tank cradle and evaluate. Remove rust scale, replace non-serviceable components and replace with new. Apply rust inhibitor and finish with durable bed liner material.
8. Fabricate and install (2) new pump panel running boards and (2) lower pump panel valances.
9. Replace right side windshield and provide and install gaskets on both windshield sides.
10. Replace right side front suction drain mounting bracket and replace forward drain handle tag.
11. Replace electronic siren speaker in front bumper with Federal PA100 or equal to match existing.
12. Replace existing west coast mirrors with heated/remote Moto Mirrors. Spot mirror will be manually controlled.
13. Replace rear upper scene lights with FRC 900 LED or equal.
14. Replace existing with new Whelen Freedom LED 82" Lightbar or equal, no empty lighting modules.
15. Install new Dual PFP2 Pioneer Front Center Mounted Scene Light or equal in lightbar..
16. Replace existing side warning lights with Super – LED, Red LEDs, Clear Lens, and internal flasher and chrome flanges.
17. Beacon, Red Whelen Roto-bearm LEDs, or equal, to replace rear upper warning lights.
18. Pole/Pedestal Mount Adapter, Flood/Spot (Replace with 12v Whelen PCP2P or equal) side scene lights at pump panels remove 120v switching and change to 12v.
19. Linear Under Body White Flood – LED strip lights.
20. Ground/Pump Panel Light with SS Bracket
21. Marine Docking Light – One Pair rear fenders
22. DOT Lightening replacement and rear view camera:
 - Turn-Signal-Sign-Marker-W-Grnd-Tab-Amber
 - LED-Cab-Marker-Light-Amber
 - Red P2/PC Sidemarker Red Lens 6"
 - Steady Amber/Amber Turn Amber Lens
 - Steady Red/Red STT Lamp Red Lens
 - White Backup Lamp
 - Red Low Profile ID Bar Red Lens
 - Replacement aluminum diamond plate panel
 - 7" COLOR LCD, (1) REAR MOUNTED CAMERA (SONY 1/4" CCD)
 - WATERPROOF, w/INFARED LEDs, w/AUDIO, 65' HARNESS w/
 - WATERPROOF TWIST-LOCK CONNECTORS, 2 CAM MAX
23. Complete service and "tune up" of DDC 60 engine
24. Exterior body and cab paint, corrosion repair and damage repair.
 - Remove all exterior side body compartment doors

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- Remove door hardware
 - Repair corrosion and damage as needed
 - Prime, paint, reinstall with new rubber seals and dissimilar metal barrier strips
 - Remove exterior trim, lights, fender crowns, rub rails, etc. below the treadplate catwalks
 - Repair corrosion and any damage on exterior body
 - Prime/paint and reinstall trim
 - Remove upper body suction hose troughs
 - Repair Corrosion, metal finish/prem and paint, reinstall
 - Left and right read cab doors – repair paint corrosion at windowsill area
 - Left read upper cab area – remove graphics and repair damage to meal and paint at upper cab corner
25. Provide and install vinyl graphic cover rear compartment Dover door shutter, design provided by fire department
26. Replace graphics, lettering and striping on cab and body and doors to match existing, wehre removed for paint repair.
27. Provide and install diamond grade NFPA chevron striping to rear body bulkheads.
28. Replace driver’s side middle compartment door.

OPTIONS:

- A. Fabricate saw mounts for slide out tray (existing) in compartment P1
- B. Add angled shelf for compartments D3
- C. Add tilt tray to compartment D3
- D. Repair existing AMPS hydraulic generator w/10kw generator electric XXX P&O kit. Generator has already been removed from apparatus. Bidder must reinstall and test.
- E. Converting existing 240v circuit breaker panel to accept a fire department supplied, gasoline powered generator mounted in a compartment, location as directed by the fire department. An electric power cord to connect the generator and circuit breaker panel must be supplied. Existing hydraulic generator electrical cables to be removed by bidder.

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FORMS REQUIRING SIGNATURES

PROPOSAL

FIRE TRUCK REFURBISHMENT

Date: _____

Company Name: _____

Address: _____

*****Please check the box next to the item/ service(s) that you are submitting a proposal for*****

_____ A. FIRE TRUCK REFURBISHMENT

BID PROPOSAL (Continued)

REFURBISHMENT OF 1999 PIERCE PUMPER

DATE:

Proposal of _____ (hereinafter called, "Bidder"), a corporation of the State of _____, a partnership, an individual doing business as _____.

(Delete inapplicable designations above.)

To the Township of Washington, County of Morris, and State of New Jersey (hereinafter called, "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the furnishing of a **REFURBISHMENT OF 1999 PIERCE PUMPER**, having examined the Detailed Plans and Specifications with related Contract Documents, and being familiar with all of the conditions surrounding the supplying and installation of the items, hereby proposes to complete the **REFURBISHMENT OF 1999 PIERCE PUMPER** in accordance with the specifications, within the time set forth herein at the price hereinafter stated. This price is to cover all expenses incurred in furnishing the **REFURBISHMENT OF 1999 PIERCE PUMPER** including all applicable taxes and delivery to the Township of Washington, County of Morris, State of New Jersey. The Township of Washington is sales and use tax exempt. Any proposed additional work will require a change order approved by the municipality.

Bidder hereby agrees to commence work on this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete refurbishment within 160 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter as hereinbefore provided in the Instructions to Bidders.

Bidder agrees to furnish the following fire truck refurbishment described in the Specifications:

Please show all amounts in both words and figures. In case of discrepancy, the amount in words will govern.

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Bid Proposal #1 - Performance of **REFURBISHMENT OF 1999 PIERCE PUMPER**, as Specified by the Township of Washington, with full payment within 30 days upon delivery to the Township of Washington.

(Words)

\$ _____
(Numerals)

Option A.

(Words)

\$ _____

Option B.

(Words)

\$ _____

Option C.

(Words)

\$ _____

Option D.

(Words)

\$ _____

Option E.

(Words)

\$ _____

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Total Bid:

_____ *(Words)*

\$ _____

(Numerals)

Bidder understands that he will be legally responsible if these specifications are not met. Bidder further understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The Bid Security attached is in the sum of \$ _____ and is to become the property of the Owner in the event the contract and Bond are not executed within the time set forth above.

ATTEST:

Respectfully submitted,

By _____, Title

(Seal) if Bidder is a
Corporation

(Address)

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PROPOSAL (Continued)

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the REFURBISHMENT OF 1999 PIERCE PUMPER within the Township.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

Witness or Attest:

E-Mail Address

Signature

Print Name
(If Corporation, affix Corporate Seal)

BIDDERS AFFIDAVIT

(This Affidavit is Part of the Proposal)

STATE OF _____

COUNTY OF _____

_____ Being duly sworn, deposes and
says that he/she resides at _____

that he/she is the (give title) _____

who signed the above Proposal, or Bid, that he/she was duly authorized to sign, and that
the Bid is a true offer of the Bidder, and that the Seal attached is the seal of the Bidder,
and that all the declaration and statements contained in the Bid are true to the best of his
knowledge and belief.

(Affiant)

SUBSCRIBED AND SWORN TO BEFORE
ME THIS _____ DAY OF _____

(Notary Public)

My Commission Expires:

January 26, 2018

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I am the _____
of _____
2. The name of the within applicant is _____

3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Township of Washington, County of Morris, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of

_____, 201_

Signature of Applicant

Print Name

Signature of Notary

Print Name

AFFIRMATIVE ACTION CERTIFICATION

P.L. 1975, C. 127, N.J.S.A. 10:5-31 et seq.

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.S.A. 10:5-31 et seq. and the rules and regulations pursuant thereto (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
1. 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 days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid 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 applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is 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.

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

Applicant's Name

Title

Authorized Signature

Telephone

Print Name

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

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

The contractor or subcontractor agrees to make good faith efforts to 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.

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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 regard 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Washington do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Township, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

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

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT)

TITLE

January 26, 2018

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

| <u>Addendum Number</u> | <u>How Received (mail, fax, pick-up, etc.)</u> | <u>Date Received</u> |
|------------------------|--|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

If no addenda has been issued, please write "N/A" above and complete the form below

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

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REQUEST FOR PROPOSALS: REFURBISHMENT OF 1999 PIERCE PUMPER
PROPOSAL OPENING DATE: THURSDAY, MAR. 8, 2018

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
REFURBISHMENT OF 1999 PIERCE PUMPER**

Bidder/Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter list is found on the New Jersey Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal nonresponsive.** If the Township finds a person or entity to be in violation of 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

| | |
|--|--|
| | I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. |
| | <u>OR</u> |
| | I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. <u>Failure to provide such will result in the proposal being rendered as nonresponsive</u> and appropriate penalties, fines, and/or sanctions will be assessed as provided by law. |

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

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RLEATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, MAKE COPIES OF THIS FORM AND ATTACH HERETO

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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 Township 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 Township to notify the Township 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 Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

January 26, 2018

CONTRACT FOR THE REFURBISHMENT OF 1999 PIERCE PUMPER

THIS CONTRACT made this _____ day of _____, 20__, by and between:

TOWNSHIP OF Washington a municipal corporation of the
State of New Jersey, with offices at 43 Schooley's Mountain
Road, Long Valley, NJ 07853

(Hereinafter, "Owner")

AND

(Hereinafter, "Contractor")

WITNESSETH :

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will complete REFURBISHMENT OF 1999 PIERCE PUMPER including Options _____, as specified in the contract documents, which are incorporated herein by reference.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of REFURBISHMENT OF 1999 PIERCE PUMPER in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.
3. The Contractor will begin the work as soon as practicable after receipt of the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract documents, unless the period for completion is extended pursuant to the contract documents. Said completion period shall commence on the date stipulated in the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of REFURBISHMENT OF 1999 PIERCE PUMPER and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.
5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Affirmative Action Requirements, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.

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The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

TOWNSHIP OF WASHINGTON

COUNTY OF MORRIS

STATE OF NEW JERSEY

Nina DiGregorio, Township Clerk

By: _____
Kenneth W. Roehrich, Mayor

ATTEST:

, Secretary

By: _____
, President

OWNERSHIP DISCLOSURE STATEMENT

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 (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. If one or more such stockholder itself is a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock or of the individual partners owning 10% or greater interest, as the case may be, shall also be listed. The disclosure shall be continued until the names and home addresses of every known individual stockholder or individual partner with a 10% or greater interest has been listed. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations. Therefore, the reference to "corporations" and "partnerships" in this form includes all of the above entities.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

NAME OF BUSINESS _____

I certify that the list below contains the names and home addresses of all individual stockholders, members, partners or owners holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder, member, partner or owner owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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Sign and notarize the form below, and, if necessary, complete the stockholder list below:

Stockholders/partners/members/owners:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

NOTE: Add additional pages if necessary.

NOTE: Submit Statement for each member of Joint Venture.

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

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

SAMPLE FORMS

TOWNSHIP OF WASHINGTON
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NOTE: ANY VARIATION IN THE LANGUAGE OF THE BID BOND FROM THIS FORM MAY BE DEEMED NON-RESPONSIVE AND A MATERIAL DEFECT. RECOVERY ON THE BID BOND MUST NOT BE LIMITED TO THE DIFFERENCE BETWEEN THE PRINCIPAL'S BID AND THE BID OF ANOTHER PARTY TO WHOM THE CONTRACT MAY BE AWARDED DUE TO PRINCIPAL'S DEFAULT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as,

Principal, and _____ as,

Surety, are hereby held and firmly bound unto the Township of Washington as OWNER in

the penal sum of \$_____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, our successors and assigns. Signed

this _____ Day of _____ . The condition of the above obligation

is such that whereas the Principal has submitted to the Township of Washington a certain

BID, attached hereto and hereby made a part of, to enter into a contract in writing for the

Purchase and installation of _____ .

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BOND,

then is obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extensions.

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

Principal

_____ (L.S.)

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.

Bid Bond must be accompanied by (a) appropriate acknowledgments of the respective parties (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

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STATE OF NEW JERSEY:
 : SS:
COUNTY OF :

I certify that on the _____ day of _____ 2017 personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached documents as _____ of
_____, the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary/Attorney

*Affix acknowledgments of Sureties.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

(Insert name and address or legal title of contractor)

as Principal, hereinafter called "Contractor", and _____, a corporation of the State of _____, with its home office at _____, as Surety, hereinafter called "Surety", are held and firmly bound unto the TOWNSHIP OF _____ New Jersey, as Obligee, hereinafter called "Owner", in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, entered into a contract with the Owner for the _____ in accordance with specifications prepared by the Township of _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

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Signed and sealed this _____ day of _____, 20____.

ATTEST:

Principal

(Principal Secretary)

By: _____

(SEAL)

(Address)

ATTEST:

Surety

(Surety Secretary)

By: _____
(Attorney-in-Fact)

(Address)

Note: Date of bond must not be prior to date of contract. If Contractor is partnership, all partners should execute bond.

Performance Bond must be accompanied by (a) appropriate acknowledgments of the respective parties (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

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ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____)
County of _____)SS:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a _____ of the State of _____, personally appeared _____, who I am satisfied, is the person who signed the within instrument as _____ of the corporation named therein and he thereupon acknowledged that said instrument made by the corporation and signed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____)
County of _____)SS:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a _____ of the State of _____, personally appeared _____, who I am satisfied, is one of the members of the firm of _____ the partnership named therein and he thereupon acknowledged that the said instrument made by the partnership and signed by him, was signed, sealed and delivered by him as such partner and is the voluntary act and deed of the partnership.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____)
County of _____)SS:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a _____ of the State of _____, personally appeared _____, who I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

*Affix acknowledgments of Sureties.

January 26, 2018

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State, of the surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

(3)(a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is:

\$ _____

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(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participating in the contract is as follows:

and, (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent or attorney-in-fact for each surety on the bond)

I, _____, as _____ for _____ (Surety), an insurance company domiciled in the State of _____, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

(Signature)

(Printed Name)

(Title)

(Date)

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CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

a corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of New Jersey, do hereby consent and agree with the Township of
Washington, County of Morris, that if the foregoing proposal of

hereinafter called the Contractor, for

be accepted and a Contract for said work be awarded to said Contractor, we will, upon its being so awarded,
become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set
forth in the Proposal and Specifications and shall provide security through the issuance of Performance and
Payment Bonds in amounts equal to one hundred percent (100%) of the Contract price and to be conditioned so
as to indemnify the Township of Washington against loss due to the failure of the Contractor to fulfill the
obligations and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement to be signed by its
duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed, and Dated this _____ Day of _____.

By: _____
Attorney-in-fact

Note: PLEASE EXECUTE THIS CONSENT OF SURETY FORM

Consent of Surety must be accompanied by (a) appropriate acknowledgments of the respective parties (b)
appropriate duly certified copy of Power of Attorney or other certificate of authority where Consent of Surety is
executed by agent, officer, or other representative of Principal of Surety; (c) a duly certified extract from By-
Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent,
officer or representative was issued and (d) duly certified copy of latest Published financial statement of assets
and liabilities of Surety.

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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

J.P. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533