

CITY OF ORANGE TOWNSHIP

REQUEST FOR BIDS:

FIRE APPARATUS MAINTENANCE and REPAIR

SUBMISSION DEADLINE:

11:00 a.m.

Date: April 15, 2022

ADDRESS ALL BIDS TO:

**Adrian Mapp
Director of Finance
29 North Day Street
Rm. 206
Orange, N.J. 07050**

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization Requesting Proposal

City of Orange Township Fire Department
419 Central Ave.
Orange, N.J. 07050

1.2 Contact Person

Adrian Mapp
Director of Finance
29 North Day Street
Orange, N.J. 07050
(973) 266-4000
amapp@orangenj.gov

1.3 Procurement Process

The above contract shall be performed in strict accordance with the New Jersey Local Public contract laws documents, including any technical specifications which are on file with the city purchasing agent, (29 North Day Street, Orange, N.J. 07050)

Bids are required to comply with all, but not restricted to the requirements of N.J.S.A. 10:5-31 et. Seq. and N.J.A.C. 17:27, as well as the affirmative action requirements of the City of Orange. Such requirements are included in the bids documents.

The City of Orange reserves the right to reject any or all bids, to waive defects or informalities in Bids, or to accept any bids as it shall deem for the best interest of the City of Orange, New Jersey.

Bids may be held by the City for a period not to exceed sixty (60) calendar days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the vendors prior to awarding of the contract.

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a term of five (5) years with a termination provision giving the City the option to terminate after 3 years.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this Request for Bids with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City of Orange Township (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR BIDS

DEPARTMENT: Administration

PURPOSE: Fire Apparatus Maintenance and Repair

DUE DATE: April 15, 2022

1.5 Submission deadline

Closed bids must be mailed to administration to the attention of Adrian Mapp at 29 NorthDay Street Rm. 206, Orange, N.J. 07050 by 11:00 a.m. prevailing time on April 15, 2022. Bids will not be accepted by email or facsimile transmission.

1.6 Opening of Bids

Bids shall be opened in public via the City of Orange Township Website: WWW.CI.ORANGE.NJ.US under the Business Tab – Bids and Solicitations or [HTTP://ORANGETWPNJCC.ORG](http://ORANGETWPNJCC.ORG) under the Documents – Form/ Application Name at 8:00 a.m. prevailing time on March 28 , 2022 in the Municipal Council Chamber, located at 29 North Day Street, City of Orange Township, N.J.

1.7 Definitions

The following definitions shall apply to and are used in this Request for Bids: "City" refers to the City of Orange Township.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

1.8 Submission address

All Bids should be sent to:

Adrian Mapp
amapp@orangenj.gov
Director of Finance
29 North Day Street
Rm. 206
Orange, N.J. 07050

SECTION 2: INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction and Purpose

The City is seeking Bids from qualified Respondents to provide Fire Apparatus Maintenance and Repair.

2.2 Lowest Responsible and Responsive

It is the intention of the City of Orange Township to award a contract to the lowest responsive and responsible bidder as set forth in N.J.S.A.40A:11-2(27). The awarding of this contract is also subject to N.J.S.A 19:44A-20.5 et seq.

2.3 Evaluation

Bids will be reviewed and evaluated by the City's Administration and Law Department. The Bids will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this Request for Bids.

All communications concerning this Request for Bids or the Bid process shall be directed to the City contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided contact information. It is the prospective Respondents responsibility to provide accurate contact information.

2.4 Procurement Schedule

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Bids	March 28, 2022
2. Receipt of Bids	April 15, 2022
3. Completion of Evaluation of Bids	June 14, 2022
4. Award of contract	June 14, 2022

2.5 Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this Request for Bids and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this Request for Bids at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

2.6 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the Request for Bids shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the Request for Bids.

2.7 Proposal evaluation

Bids will be evaluated by the Administration and Law Department based on the specific criteria detailed in Section 6.

2.8 Written Proposal

Prospective Respondents must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

2.9 Additional requirements

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.

A party responding to this Request for Bids must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this Request for Bids is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all Bids. Exclusion of any required form is grounds for rejection of Bids.

2.10 Disposition of Request for Bids

Upon submission of a Proposal in response to this Request for Bids, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Bids shall become the property of the City and will not be returned.
- All Bids will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

SECTION 3: WRITTEN PROPOSAL FORMAT

Bids must address all information requested in this Request for Bids. Bids which in the judgment of the City fail to meet the requirements of the Request for Bids or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

3.1 Mandatory content

Each proposal submitted must contain the following:

- Title Page
- Table of Contents
- Executive Summary
- Firm Background
- Scope of Services
- Timing & Fees
- Business Registration Certificate
- Non-Collusion Affidavit
- Insurance Requirements and Acknowledgment Form

The information requested by the sectional format described above is further defined.

3.2 Title Page

The proposal should include a title page, which identifies the project; the Respondent's firm, name

of the Respondent's primary contact, address, telephone number, fax number and email address.

3.3 Table of Contents

The Respondent's Bid should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the Bid.

3.4 Executive Summary

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the Bid. Provide information concerning the qualifications, and availability of all persons who will be involved in the responsibilities and specific assignments related to lobbying activities. Include the names and experience of all persons.

3.5 Firm Background

In this section of the Bid, the Respondent should review its understanding of the business drivers behind the City's strategy. This section should state the full name and principal address of your firm(s). Describe your experience and how this relates to Orange's legislative needs.

3.6 Scope of Services

In this section of the Bid, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this Request for Bids, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

3.7 Timing and Fees

In this section, please describe the timing and associated fees the Respondent is proposing for the implementation. Respondents should be sure to include all expenses associated with delivery, in addition to professional fees. Respondents should identify hourly participation and hourly fees by specific personnel.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any Bids which specify payment upon contract signing will be deemed unresponsive and rejected.

SECTION 4: SCOPE OF SERVICES

FLEET DESCRIPTION –

- 2015 Ferrara Cinder Engine
- 2015 Ferrara 102' Ladder
- 2020 Ferrara 77' Quint
- 2020 Ferrara Cinder Engine
- 2021 Ferrara MVP Rescue Engine
- 1963 Maxim Parade Engine

GENERAL

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR BIDS

DEPARTMENT: Administration

PURPOSE: Fire Apparatus Maintenance and Repair

DUE DATE: April 15, 2022

The department is seeking qualified vendors to provide preventative maintenance, periodic inspections and repair services to the City of Orange Township Fire Apparatus.

The vendor shall furnish all necessary supervision, labor, tools, parts, and equipment required to perform inspections, maintenance and repairs of the fleet of fire apparatus of City of Orange Township. All services performed by the Contractor shall meet the National Fire Protection Association (NFPA) 1911, Standard for the Inspection, Maintenance, testing, and Retirement of In-Service Automotive Fire Apparatus, current edition. In addition, all services provided by the Contractor shall be consistent with industry best practices, shall meet all applicable federal, state, and local standards and shall follow manufacturer's recommendations. The Vendor shall repair vehicles in a timely manner to correct deficiencies and return the vehicle to an in-service status.

The vendor shall perform services, including inspection, maintenance, and repair, at the location of the apparatus or at the vendors service facility. Whenever possible, repairs and scheduled inspections, and maintenance will be completed at the City of Orange Township Fire Headquarters at 419 Central Ave. Orange, New Jersey. The vendor shall work with the Fleet Officer to determine the most suitable location where services will be performed. If the apparatus is to be serviced at the vendor's service facility it shall be the responsibility of the vendor to arrange for pick-up and delivery of all apparatus upon recommendation they be transported to the vendor's facility. No apparatus shall be taken without prior written approval from the City of Orange Township Fleet Supervisor or Chief of the Department. The vendor is responsible for the security of any apparatus in its custody. The vendor's custody includes any on-site work activity at a Fire Headquarters; the vendor's transport of any apparatus from its location to the vendor's facility; the return transport of the apparatus to its location; and any period that the apparatus is located at the vendor's facility. The vendor is responsible for all costs associated with correcting damage attributable to the vendor while the apparatus is in the vendor's custody.

QUALIFICATIONS

The successful vendor(s) shall provide only qualified Emergency Vehicle Technicians to perform any diagnosis, repair or maintenance services on the vehicles listed in Item 1 of these specifications. Certain issues require factory-authorized technicians and services for diagnosis and repairs. Vendors must indicate on the Bid Proposal Sheet if they are factory authorized for any specific vehicle makes. Vendor repair facility repairs must satisfy current Warranty Agreements for City of Orange Township Fire Department Fire Apparatus.

PERIOD OF CONTRACT

The contract shall be for one year with The City of Orange having one option for a renewal of an additional year. The City of Orange Township reserves the right to vacate the service contract if the contract has been breached by the vendor.

PROCESS

Vendor will be contacted for a request to diagnose a mechanical problem or issue with the Fire Apparatus. A purchase order for a designated amount will be issued for any requested repairs, to cover the amount of the diagnosis. Written estimates for all repairs must be forwarded to the Fleet Officer within one (1) business day of diagnosis. Estimates must be provided any time additional labor or parts are required that will result in an increase to the cost or change of scope of the authorized repairs. Once a purchase order is provided to the vendor, repairs will be commenced. Post-repair completion, an accurate invoice must be submitted to the Fleet Officer at the conclusion of the repair within (1) business day. The Chief of the Department will approve the repairs. Repeated diagnoses not being provided in timely fashion according to the contract will result in a breach of contract by the vendor. Once repairs have commenced, any necessary changes to the

CITY OF ORANGE TOWNSHIP, NJ**REQUEST FOR BIDS****DEPARTMENT: Administration****PURPOSE: Fire Apparatus Maintenance and Repair****DUE DATE: April 15, 2022**

estimate based on additional needed repairs arising from the same estimate, additional costs associated with parts needed for the repair and/or due to additional labor required to complete the repair must be reported, in writing, immediately or within 24 hours of when it became known to the vendor. All work that will exceed the estimate should not be undertaken until the vendor receives written approval in the form of a modified purchase order to begin the work.

PREVENTATIVE MAINTENANCE

Each inspection, maintenance, and testing of apparatus must meet the minimum requirements of NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition. Inspections will be conducted utilizing a checklist developed by the vendor and approved by the City of Orange Township Fire Department.

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

- Fire Pumps: Hale, Waterous and Cummins
- Hydraulic repairs to hoses, pumps, cylinders, outriggers etc.
- Plumbing repairs includes valves, intakes, discharges, piping and relief valves
- Power take off
- Generators; maintenance and repairs
- Emergency warning device lights / sirens
- Scene lighting
- Wiring repairs to body wiring harness
- Foam systems controls, pumps and plumbing
- Body fabrication / welding
- Body repair
- Windshield / Cab glass replacements
- Accessory equipment mounting / supplies/ Seat belt & Connections
- Diesel Engines: Cat, Cummins, Detroit Diesel, and Mack (Mid-range and large bore engines)
- Brake systems Air, Hydraulic and Air over Hydraulic
- Allison Automatic Transmission
- Suspension / Steering Systems
- Fuel Systems Electronic / Mechanical
- Heavy Duty Cooling Systems
- Truck Charging and Electrical Systems
- Heavy Duty Rear Axle
- Exhaust Systems
- Air Conditioning Systems
- Engine Control Module
- Aerial Ladder/ Turn Table Controls and Components

INSPECTIONS

A. Quarterly Inspections

The successful vendor(s) will conduct preventative maintenance inspections on The City of Orange Township Fire Apparatus quarterly. Inspections will be conducted utilizing a checklist developed by the vendor and approved by City of Orange Township Fire Department according to the manufacturer's recommendation.

B. Bi – Annual Service

The Bi- Annual Service performed by the vendor shall be in accordance with NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition. During the second bi-annual inspection the wheels will be removed for brake inspection.

Copies of the completed checklist and any additional vendor-supplied estimates associated with the inspections and needed repairs, must be forwarded to the Fleet Officer within one (1) business day of the completed inspections. Estimates for any additional work must be forwarded to the Fleet Officer within (1) business day of the maintenance inspection. An invoice for the completed repairs must be provided at the conclusion of the repairs. An updated purchase order will be then be issued for work that is approved by the City of Orange Township Fire Department.

The following services will be performed during each Bi-Annual Service visit according to Manufacturers Recommendations:

Check and Change as needed:

- Complete Federal D.O.T. Inspection (if applicable)
- Engine Oil and Oil Filter
- Fuel Filter
- Lubricate Chassis
- Wiper Blades
- Trans. Filter
- Rear Axle Lube
- Seat Belts and Connections

C. Annual Service

1. Annual Pump Service

Annual Fire Pump Service Annual fire pump service shall meet or exceed and be inspected in accordance will NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition and be serviced and inspected to the manufacturer's recommendations. All fire pumps are to be serviced and will include the following:

- Check packing's for leakage and adjust or replace packing's, as needed.
- Check all discharges for leakage (under pressure).
- Check for leaks in all valves, drains, pipes, and fittings.
- Check that all intake strainers are present and in proper condition.
- Check that pump transfer valve is functional.
- Determine if the pressure relief control system is functioning properly.
- Check pump transmission oil level.
- Check primer operation with a dry vacuum test.
- Determine if all pressure gauges are displaying within 10 psi of actual pressure.
- Provide any additional equipment required to perform fire apparatus pump test.

2. Annual Aerial Service

Annual Aerial Service Annual shall meet or exceed and be inspected in accordance with NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition and be serviced and inspected to the manufacturer's recommendations. Non-Destructive Test must be performed annually, according to manufacturer's recommendations or as requested by the Fire Chief.

3. Annual Chassis and Fluid Service

Annual Chassis and Fluid Service shall meet or exceed and be inspected in accordance will NFPA 1911 Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus current edition and be serviced and inspected to the manufacturer's recommendations. The Chassis and Fluid Services will include the following: Oil change, replacing the oil filter, fuel, and water separator filters, coolant filter, checking pH level of coolant, air intake filter (if needed), power steering filter, transmission service and filter, differential oil change, checking and topping off all fluid levels, checking air dryer system and replacing air dryer system filters (if needed), greasing entire chassis and suspension.

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR BIDS

DEPARTMENT: Administration

PURPOSE: Fire Apparatus Maintenance and Repair

DUE DATE: April 15, 2022

VEHICLE REPAIR SERVICES

Vendors must be available to travel to our location to diagnose vehicle issues within two business days of a request for service. Emergency repairs must be diagnosed within one business day. Due to the nature of emergency services, it is vital that vehicles are repaired quickly and proficiently to ensure the safety of our employees and efficiency of our agency. If additional parts or work are required, the vendor must coordinate with the Fleet Officer and purchasing agent to ensure the necessary estimates are provided and purchase orders are approved while completing repairs in a timely manner. Estimates or Quotes must be provided before service can begin. A written estimate for the parts or labor required for repair is required and all parts labor shall be approved in writing only. A final invoice must be issued to the Fleet Officer at the conclusion of the repair.

SUBCONTRACTING

Any repairs that are unable to be completed (in extreme circumstances) and have to be sub-contracted to another vendor must be approved by the City of Orange Township Business Administrator.

PERSONNEL

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

LABOR

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

TRAVEL TIME

Vendors must be available 24 hours, 7 days a week. Vendors that offer pickup and delivery services should state such in their bid proposals and indicate the complete round trip cost.

It is understood that certain repairs will require troubleshooting, diagnostic time. The Fleet Officer must be notified if troubleshooting will extend beyond a two hour period. The fire department at its discretion may send a representative to the vendor's location to discuss repair options.

WARRANTIES

Each vendor will state their normal parts and labor warranty coverage's in this bid proposal. The vendor shall submit warranty information for parts installed with the final invoice at the completion of the repair. The repairs to City of Orange Township Fire Apparatus by the vendor shall not void current warranty contracts.

PARTS

All parts supplied by the vendor for repairs under this contract will be new. The parts should be of the same quality and specification as the OEM parts removed and required by the manufacturer. All parts removed from City of Orange Township Fire Apparatus remain the property of the Township and should be returned or retained until payment of the final billing invoice is received.

LUBRICANTS

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

REFERENCES

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

SECTION 5: BID SUBMISSION REQUIREMENTS

To be responsive, Bids must provide all requested information, and must be in strict conformance with the instructions set forth herein. Bids and all related information must be bound, and signed and acknowledged by the Respondent.

5.1 Bid media

Closed bids must be mailed to the attention of Adrian Mapp at 29 NorthDay Street Rm. 206, Orange, N.J. 07050 by 11:00 a.m. prevailing time on April 15, 2022.

5.2 Bid format

To facilitate a timely and comprehensive evaluation of all submitted Bids, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all Bids submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Bid contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

5.3 Bid length

The exact presentation and layout format of Bids is up to the discretion of the Respondent, however a maximum length of 30 pages is strongly suggested.

5.4 Submission deadline

Bids must be received by the City no later than 11:00 a.m. prevailing time on April 15, 2022 and Closed bids must be mailed to Adrian Mapp Director of Finance Administrator attention of Christopher M. Hartwyk at 29North Day Street, Orange, N.J. 07050.

SECTION 6: BID EVALUATION

The City's objective in soliciting Bids is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of O r a n g e T o w n s h i p . The City's Administration and Law Department will consider Bids only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this Request for Bids.

6.1 Evaluation methodology

Bids will be evaluated by the Administration and Law Department on the basis of which is the most advantageous, and this evaluation will consider the following:

a. Required Format

The extent to which the Bid includes the required sections (Title page, Table of contents, etc.).

b. Appropriateness of proposed methodology

The extent to which the proposed methodology meets the City's goals as described in Section 4 of this Request for Bids. The degree to which specific activities and milestones are described will also be evaluated.

Respondents should describe their methodology and explain how it will meet the City's needs.

c. Prior experience with similar cities

The City does not wish to overly educate its Consultants as to the workings (both operational and statutory) of municipal government. As a result, Bids should reference of similar type experience.

d. Cost

The winning Bid will not necessarily be that with the lowest cost, but that which provides the greatest value to the City. Bids should provide detailed breakdowns on the cost components. Bids will be evaluated on the detailed breakdown provided and whether pricing is appropriate to the projectscope.

6.2 Final evaluation

The City will select the most advantageous Bid Statement based on all of the evaluation factors set forth in this Request for Bid, and make the award in the best interest of the City. Each Bid must satisfy the objectives and requirements detailed in this Request for Bid. The successful Respondent shall be determined by an evaluation of the total content of the Bid Statement submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

6.3 Contract award

A contract will be awarded to the lowest responsive and responsible bidder as set forth in N.J.S.A.40A:11-2(27) and in accordance with New Jersey Pay-to-Play Law N.J.S.A 19:44A-20.5 et seq.

The Municipal Council will vote to accept the Bid of a Respondent within sixty (60) days of the receipt of Bids, except that the Bids of any Respondents, who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

SECTION 7: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this Request for Bids.

7.1 City's right to reject

The City reserves the right to reject any or all Bids, if necessary, or to waive any informalities in the Bids, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Bid should it be deemed in the best interest of the City.

7.2 Original/Authorized signatures

Each Bid and all required forms must be signed in ink by a person authorized to do so.

7.3 Delivery of Bids

Bids may be mailed consistent with the provisions of the legal notice to Respondents.

7.4 Affirmative Action requirements

See Next Page.

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);
OR
- 2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;
OR
- 3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;
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 bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

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 bidders:

- 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.

Company: _____ Signature: _____

Title: _____

CITY OF ORANGE TOWNSHIP, NJ

REQUEST FOR BIDS

DEPARTMENT: Administration

PURPOSE: Fire Apparatus Maintenance and Repair

DUE DATE: April 15, 2022

The Respondents attention is also called to Exhibit A and Exhibit B of this document which contains the required information and forms.

Adrian Mapp
Director of Finance
29 North Day Street
Rm. 206
Orange, NJ 07050
Tel. (973) 266-4010
E-mail Address: amapp@orangenj.gov

7.5 Business Registration Certificate

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

7.6 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

7.7 Termination

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days written notice to the Consultant.

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REQUEST FOR BIDS

DEPARTMENT: Administration

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SECTION 8: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate review

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	
Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	
Business Certificate Registration all contractors seeking the reward of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A certificate showing proof of registration must be included in all "bid proposals".	
Business Entity Disclosure Certification "Pay-To-Play Law, pursuant to P.L. 2004, c.19 as amended by P.L. 2005, c.51	

B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b)

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
Submission of a Non-Collusion Affidavit (this form must be notarized)		Prevailing Wage Affidavit	
Section II Technical Specification With Bidder's compliance Acknowledged and checked		Statement of Bidder's Qualifications, Experience and Financial Ability	
Affirmative Action Affidavit		Affidavit of Experience and References	
Hold Harmless Agreement		Affidavit of Bidder that he/she is Not on the State of New Jersey's List of Disbarred, Suspended or Disqualified Vendors	
Affirmative Action Questionnaire		List of five (5) completed projects in last three years	
Completed and signed proposal pages		Company's Asbestos and/or Lead Abatement Certification	

C. SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above listed requirements

Name of Bidder: _____ By Authorized Representative: _____

Signature: _____ Print Name and Title: _____

Date: _____

CITY OF ORANGE TOWNSHIP, NJ

DEPARTMENT: Administration

PURPOSE: Fire Apparatus Maintenance and Repair

REQUEST FOR BIDS

DUE DATE: April 15, 2022

NON COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS:

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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

I am _____ of the firm of _____
_____ the bidder making this Proposal for the bid proposal entitled
_____, and that I executed the said proposal with full authority to do
(Title of bid proposal)

So that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above name project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the
(Name of Contracting Unit)

truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to
Before me this _____ 20_____

Type or print name of affiant under signature

Notary Public of
My Commission expires _____ 20_____

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS _____

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

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Notary Public)

My Commission expires:

(Affiant)

(Print Name & Title of Affiant)

(Corporate Seal)

(TO BE COMPLETED AND RETURNED WITH BID)

CITY OF ORANGE TOWNSHIP

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

(TO BE COMPLETED AND RETURNED WITH BID)

HOLD HARMLESS AGREEMENT

Between The City of Orange Township
 29 North Day Street
 Orange, New Jersey 07050

And

(Contractor)

Address (not a post office box)

Telephone No. & Fax No.

It is understood and agreed the Contractor is;

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this _____ day of _____ 20_____

Name of Bidder

Authorized signature and title

Print - Authorized signature and title

Subscribed and sworn to

Before me this _____ day of

Signature of Notary

My Commission expires _____ 20_____

CERTIFICATE OF REGISTRATION
(P.L. 1999, C.238)

To:

Re:

- I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act.*
- II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.
- III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.
- IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

*Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and Employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Vendor Signature: _____

Date: _____

Tel No: _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)**

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27-3.2). 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 Contact Person:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter);
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4;
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4;
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 bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

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 bidders:

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.

Company: _____ Signature: _____

Title: _____

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

The contractor and the _____ of (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (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 there unto, are made part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performances shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violates or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner'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 expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative

Name/Title

Print):

Representative's
Signature: _____

Name of Company:

Telephone No:

EXHIBIT B

BUSINESS REGISTRATION CERTIFICATE (BRC)

CERTIFICATE OF REGISTRATION (P.L. 1999, C.238)

To: PROSPECTIVE BIDDERS

Re: NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act. *

II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.

III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.

IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

*Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.

**.R ENEWAL PACK A GE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08620-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF

EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act: “business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

**(Contractor)**

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                |  |
|--------------------------------|--|
| <b>Dwayne D. Warren</b>        |  |
| <b>Kerry J. Coley</b>          |  |
| <b>Tency A. Eason</b>          |  |
| <b>Harold J. Johnson, Jr</b>   |  |
| <b>Weldon M. Montague, III</b> |  |
| <b>Clifford R. Ross</b>        |  |
| <b>Jamie Summers-Johnson</b>   |  |
| <b>Adrienne Wooten</b>         |  |
|                                |  |

**Part II – Ownership Disclosure Certification**

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

**Check the box that represents the type of business entity:**

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

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

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

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me the _____<br>day of _____<br><br>_____, 20 .<br><div align="right">_____<br/>(Affiant)</div> |
|-----------------------------------------------------------------------------------------------------------------------------|

(Print name & title of affiant) (Corporate Seal)

My Commission expires: