

SPECIFICATIONS

**BID FOR 100KW 120/208V 3 PHASE PROPANE GENERATOR;
NEW SERVICE ENTRANCE RATED AUTOMATIC TRANSFER
SWITCH; CONDUIT AND WIRE
TO THE TOWNSHIP OF ALLOWAY**

BID OPENING: FRIDAY, JUNE 10, 2016

PREVAILING TIME: 11:00 AM

**TOWNSHIP OF ALLOWAY
49 SOUTH GREENWICH STREET
ALLOWAY, NEW JERSEY 08001**

INVITATION FOR BIDS

TOWNSHIP OF ALLOWAY

The Township of Alloway, Salem County, New Jersey will receive sealed bids for the furnishing of materials, labor and supervision to install a 100KW 120/208V 3 phase propane generator outside of the Alloway Township Municipal Building, and to also provide and install a new service entrance rated transfer switch in the electrical room basement of the Municipal Building, to include providing and installing new conduit and wire from the generator to the new transfer switch, as more specifically described in the specifications available at the Township Clerk's Office.

Specifications may be obtained between the hours of 9 a.m. to 1 p.m., Monday through Friday, Township Clerk's Office, Room 203, 2nd floor, Alloway Township Municipal Building, 49 South Greenwich Street, Alloway, NJ 08001.

Bids shall be on a single-bid, lump sum contract basis.

Bids shall be made on the bid form provided and in the manner prescribed. Bids must be enclosed in sealed envelopes bearing the name and address of the bidder with notation "**Bid for Propane Generator, Transfer Switch, Conduit and Wire**" on the outside. Said bids shall be received until 11:00 a.m. Eastern Daylight Savings Time on Friday, June 10, 2016 at the Township Clerk's Office, Room 203, 2nd floor, Alloway Township Municipal Building, 49 South Greenwich Street, Alloway, NJ 08001. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after the specified closing time. All interested parties are invited to attend.

Specification documents must be examined at the Township Clerk's Office.

By Order of the Alloway Township Committee

BID CHECKLIST

The items that are checked below are to be submitted with your bid.

<u>Required with Receipt of Bid</u>	<u>Item</u>	<u>Read, Initialed and Submitted</u>
<u> X </u>	Bid Guarantee as required by N.J.S.A. 40A:11-21	_____
<u> X </u>	Certificate or Consent of Surety Form pursuant to N.J.S.A. 40A:11-22	_____
<u> X </u>	Certificate of Insurance or Consent of Insurance Form	_____
<u> X </u>	Corporate Disclosure Statement pursuant to N.J.S.A. 40A:11-16	_____
_____	Acknowledge of Receipt of Addenda form, if applicable	_____
<u> X </u>	Non Collusion Affidavit	_____
<u> X </u>	Affirmative Action Requirements	_____
<u> X </u>	Contractor Registration Documentation	_____
<u> X </u>	Statement of Authority	_____
_____	Questionnaire	_____
<u> X </u>	New Jersey Business Registration	_____
<u> X </u>	Statement of Warranty	_____
_____	Brochures	_____
<u> X </u>	Taxpayer Identification Number	_____

(Checklist continued on next page)

(Checklist continued)

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read and Initialed</u>
<u> X </u>	Prevailing Wage Language	_____
<u> X </u>	Americans with Disabilities Act Language	_____
<u> X </u>	Political Contribution Disclosure	_____
_____	Other	_____
_____	Other	_____
_____	Other	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE MUST BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID, AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

GENERAL INSTRUCTIONS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted on the Official Bid Form supplied herewith and all pages of this Request for Bid, including the necessary forms to be signed, must be returned with the bid. Failure to do so may be cause for rejection of the bid. Bids shall be returned in sealed envelopes addressed to:

Township of Alloway
Township Clerk's Office, Rm. 203
49 South Greenwich Street
Alloway, New Jersey 08001

The envelope shall be prominently marked: **“Bid for Propane Generator, Transfer Switch, Conduit and Wire”**

The Township of Alloway accepts no liability for bids opened or unopened in error due to the absence of such prominent notation.

2. BID SECURITY (Required for this bid: Yes X No)

When required, a bid bond, cashier's check, or certified check payable to the Township of Alloway, for ten (10) percent of the total amount of the bid, but not to exceed \$20,000.00, shall accompany each proposal. It shall be subject to forfeiture and retention by the Township of Alloway in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond, if required, within ten (10) calendar days after the Township of Alloway has tendered the contract.

The check or bond of the unsuccessful bidders shall be returned as prescribed by law. The check or bond of the bidder to whom a contract is awarded shall be retained until a contract is executed and the performance bond or other security, if required, is submitted.

If the successful bidder fails to enter into a contract within ten (10) calendar days from the date of the notification to do so, then the certified check or bid bonds deposited by him shall, at the option of the Township of Alloway, be retained as liquidated damages.

3. **PERFORMANCE BOND** (Required for this bid: Yes No)

When a Performance Bond is specified, bidders shall include with their bid a surety company's certificate that it will provide such a bond in the sum specified if the bidder is awarded a contract.

A successful bidder shall, when required, furnish such a Performance Bond in the total amount of the contract or as otherwise specified. Said bond shall be that of an approved company, authorized to transact business in the State of New Jersey.

4. **PUBLIC WORKS CONTRACTOR REGISTRATION**

(Required for this Bid: Yes No)

Effective April 11, 2000, the Public Works Contractor Registration Act, P.L. 1999, C.238, specifies that no contractor or subcontractor shall bid on or engage in any contract, or part thereof, for public work which is subject to the provisions of the New Jersey Prevailing Wage Act, P.L. 1963 C. 150 (C.34:11-56.25 et seq.), for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a subcontractor unless they are registered with the Commissioner of Labor. For the purpose of the Public Works Contractor Registration Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or public institution.

If required, bidders must include with their bid submission either 1) a copy of their New Jersey Contractor Registration Document, or 2) a copy of their completed and submitted Application for Public Works Contractor Registration Form. If the bidder includes in their bid submission a copy of their completed and submitted Application for Public Works Contractor Registration Form, such submission shall establish eligibility for contract award for a period of thirty (30) calendar days.

If subcontractors and lower tier subcontractors are to be used by your company to perform any aspect or component of the project described herein, you must provide with your bid submission all of the abovementioned documentation for every subcontractor and lower tier subcontractor.

Failure to provide this required documentation shall cause your bid to be rejected.

It is important to note that, although not required to register, contractors who perform covered work on public projects not included in the abovementioned definition of public works must still comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., as regards the payment of prevailing wage rates and the keeping and submitting of certified payroll records.

Applications for Public Works Contractor Registration, enclosed herein, when completed shall be submitted, along with your check made payable to "Division of Wage and Hour Compliance" in the amount of \$300.00 to the following address:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage and Hour Compliance
P.O. Box 389
Trenton, New Jersey 08625-0389
Telephone: (609) 292-9464
Facsimile: (609) 633-8591
E-mail: contreg@dol.state.nj.us

5. **PUBLIC DISCLOSURE** (Required for all Bids)

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its proposal, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

6. **RESERVATIONS**

Contracts shall be awarded to the lowest responsible bidder, but the Township of Alloway reserves the right to reject any and all bids and to waive minor discrepancies therein. The Township of Alloway also reserves the right to split bids, award individual items, or to award groups of items and categories of items.

7. **EXCEPTIONS TO SPECIFICATIONS**

Exceptions, if any, to the bid specifications, shall be noted on the Bid Form, and must be detailed in writing at the time of the opening of the bids. Exceptions to the specifications must be attached to the front of the bid document and must be noted "Exceptions to Specifications" and must be signed and dated by an official of the company submitting the bid. Please note that bids received without any exceptions noted shall be assumed to be in complete compliance with the specifications. It should be noted that failure to list "Exceptions to Specifications" shall in no way provide relief to vendors supplying products or materials which do not meet the technical specifications. Vendors found to be supplying products or materials which are not identified as "Exceptions to Specifications" shall be subject to legal action.

8. **QUANTITY**

Unless otherwise specified on the Bid Form or in the Special Instructions for individual classes of commodities, the quantities listed are approximate only, and the Township of Alloway does not guarantee to purchase any definite, minimum, or maximum quantities.

9. **TIME FOR MAKING AWARDS**

The Township of Alloway normally awards contracts or rejects all bids within thirty (30) days, but in no case more than sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their proposals held for consideration for a longer period.

10. **INDEMNIFICATION**

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Alloway from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township of Alloway and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

11. **INSURANCE** (Required for this Bid: Yes X No)

The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and such insurance policies have been approved by the Solicitor for the Township of Alloway. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey.

The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the Township of Alloway as additional insured. Such Certificate of Insurance shall provide that the insurance company give the Township of Alloway thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage.

The Township of Alloway shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

WORKER'S COMPENSATION INSURANCE, including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.

GENERAL PUBLIC LIABILITY INSURANCE shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof in any one occurrence, and \$2,000,000.00 aggregate property damage per accident.

AUTOMOBILE LIABILITY INSURANCE shall be required of the successful vendor, with a limit of not less than \$1,000,000.00 single limit bodily injury and/or property damage combined for damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property, including the loss of use thereof in any one occurrence covering owned, non-owned, or hired vehicles.

FAILURE TO ATTACH A CERTIFICATE OF INSURANCE OR TO FULLY EXECUTE THE ATTACHED CONSENT OF INSURANCE FORM AND RETURN SAME WITH THIS BID WILL BE AUTOMATIC GROUNDS FOR REJECTION OF THIS BID.

12. **PRICES**

Carelessness in quoting prices or in preparation of the bid otherwise shall not relieve the bidder.

All quotations made on the bid sheet shall be made with a typewriter, or pen and ink. Any alterations, erasures, and/or white-outs shall be initialed in ink by the bidder.

Failure to provide all information, and/or failure to initial alterations may cause your bid to be rejected.

Bid prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Township of Alloway. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

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

All discounts shall be deducted except the discount for prompt payment of an invoice, if offered.

13. **TAXES**

The Township of Alloway is exempt from all Federal and State Taxes.

14. **AFFIRMATIVE ACTION**

**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**

A. Goods, Professional, and General Service Contracts.

(Required for this Bid: Yes X No)

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 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth 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, 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, 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 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

B. Construction Contracts

(Required for this Bid: Yes X No _____)

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

Bidders are directed to read, sign, and submit the Mandatory Affirmative Action Language for Construction Contracts contained in **EXHIBIT B.**

15. **AMERICANS WITH DISABILITIES ACT**

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES. The Contractor and the Township of Alloway do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto,

are made part of this Contract. In providing any aid, benefit, or service on behalf of the Township of Alloway pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the Township of Alloway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the Township of Alloway, 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 his own expense, appear, defend, and pay any and all 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 of Alloway's grievance procedure, the Contractor agrees to abide by any decision of the Township of Alloway which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Alloway or if the Township of Alloway 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 of Alloway 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 of Alloway or any of its agents, servants, and employees, the Township of Alloway shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the Township of Alloway or its representatives.

It is expressly agreed and understood that any approval by the Township of Alloway 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 Township of Alloway pursuant to this paragraph.

It is further agreed and understood that the Township of Alloway 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 the 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 constructed to relieve the Contractor from any liability, nor preclude the Township of Alloway from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

16. **BUSINESS REGISTRATION (Required for all Bids)**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. **Bidders shall submit with their bid proof of their valid Business Registration** with the Division of Revenue, Department of the Treasury, State of New Jersey, and, if applicable, proof of the valid registration of each prime contractor. **Failure to submit this information with the bid shall be cause for automatic rejection of your bid** as per Chapter 57, P.L. of 2004, as signed on June 29, 2004. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at www.state.nj.us/treasury/revenue/taxreg.htm.

Revised Contract Language for Business Registration Compliance
Goods and Services Contracts (including purchase orders)

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

- 1). the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor;
- 2). prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3). during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

17. **PREVAILING WAGE** (Required for this Bid: Yes No)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidder on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(C). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey, 08625, or the New Jersey Department of Labor, Division of Workplace Standards.

18. **NON-COLLUSION AFFIDAVIT** (Required for this Bid: Yes X No)

The Affidavit shall be properly executed and submitted with the bid.

19. **QUESTIONS**

Questions concerning this bid invitation may be directed to the Clerk of the Township of Alloway at (856) 935-4080.

20. **ITEMS BID**

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

If the amount shown in words and its equivalent in words do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the Township of Alloway of the extended totals shall govern.

21. **RETURN OF BID SECURITY**

Bid Bonds, certified checks, or cashier's checks as submitted with this bid will be returned to all but the three (3) lowest bidders within three (3) work days after the opening of the bid, Saturdays, Sundays, and holidays excepted. Said bond or check will be returned to the three (3) lowest bidders upon receipt of an approved

performance bond, if required, and upon execution of a formal contract with the successful bidder.

22. **ASSIGNMENT**

It is understood by all parties that if, during the life of the contract, the contractor disposes of their business concern by acquisition, merger, sale, transfer, or by any means conveys their interest to another party, all contractual obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without written consent of the Township of Alloway.

23. **RETURN OF CONTRACT**

The successful bidder(s) shall be required to sign and execute the Township of Alloway's standard contract. A copy of this contract is available for review.

Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ten (10) calendar days after the award, may result, at the option of the Township of Alloway, in his bid security being forfeited to the Township of Alloway as liquidated damages and not as a penalty.

Should the bidder to whom a contract is awarded fail to enter into a contract, the Township of Alloway may then, at its option, accept the bid, and award a contract to the next lowest responsible bidder.

24. **DIFFERENCES**

The Township of Alloway may, after bids are opened, request from any vendor, clarification of any statement or information contained in their bid. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the Township of Alloway's decision is to be final conclusive.

25. **ADDITIONAL CLAIMS**

The successful bidder agrees that it will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint him self with any conditions related to the contract.

26. **ADDENDA AND ORAL INSTRUCTIONS**

Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Township Clerk, who may send written instructions to the bidders in the form of addenda.

If addenda is issued, bidders shall acknowledge receipt of such on the form provided within this bid document, entitled "Acknowledgment of Receipt of Addenda", and must return this form with their bid submission.

Failure to acknowledge and return with your bid submission the receipt of any issued addenda for this bid on the "Acknowledgement of Receipt of Addenda" form provided in this bid document shall be cause for your bid to be rejected. N.J.S.A. 40A:11-23.2.e.

Neither the Township of Alloway or its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

27. **STANDARD CONTRACT**

The successful bidder(s) will be required to sign and execute the Township of Alloway's standard contract. This contract, along with other documents required for the award of contract, must be executed by the successful bidder and returned to the Township of Alloway within ten (10) days after receipt by the successful bidder. Should the bidder to whom the contract is awarded fail to enter into an agreement with the Township of Alloway for the reasons stated herein, and within the time limitations stated herein, the Township of Alloway may then, at its option, accept the bid of the next lowest responsible bidder. A copy of this contract is available for your review in the office of the Township Clerk.

28. **NEW JERSEY LAWS**

These specifications, instructions to bidders, and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

29. **POLITICAL CONTRIBUTION DISCLOSURE**

Contractor (vendor) will be awarded this contract based on merits and abilities of Contractor (vendor) to provide the goods and services as described herein. In the event this contract is not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned will hereby attest that Contractor (vendor), its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant

to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, C19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Alloway if a member of that political party is serving in an elective public office of that County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Alloway when the contract is awarded.

30. **FACSIMILE BIDS**

Be advised that facsimile transmissions of any of the required bid documents will not be acceptable and your bid will be declared non-responsive.

31. **BRAND NAMES**

Brand names or descriptions used in this specification are to be strictly adhered to.

32. **TIE BIDS**

The Township of Alloway reserves the right to award at their discretion to any one of the tie bidders.

33. **MAILED BIDS**

Bids may be hand delivered or mailed as per legal notice to bidders. In the case of mailed bids, the Township of Alloway assumes no responsibility for bids received after the designated date and time. Late bids will not be considered.

34. **SIGNATURES**

The bid must be signed in ink by a company official in order to be accepted by the Township of Alloway as a valid bid. Failure to sign the bid may result in your bid being rejected.

35. **CHEMICAL ABSTRACTS**

The manufacturer or supplier of a substance or a mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township of Alloway to assure that every container bears a proper label at a Borough facility. This complies with P.L. 1983, Chapter 315, "Worker Right to Know Act", subsection B, section 14. Further, all applicable Material Safety Data Sheets (MSDS) must be furnished, in legible form, to the County of Salem.

36. **TERMINATION FOR DEFAULT**

The contractor's right to perform this contract may be terminated by the Township of Alloway in the event services are not performed as called for in the contract. Thereafter, the Township of Alloway may have the service performed by others and the Contractor shall be liable for all costs to the Township of Alloway in excess of the contract price for the remaining portion of the contract.

37. **TERMINATION FOR CONVENIENCE**

If the Township of Alloway elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the cancelled portion of the contract.

38. **CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the Township of Alloway for payment to the vendor under terms of this or successor contracts is limited to the availability of funds appropriated in the current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds by the Township of Alloway.

39. **AMERICAN PRODUCED GOODS**

Only manufactured and farm products of the United States, wherever available, shall be used under this contract pursuant to N.J.S.A. 40A:11-18. However, the decision of the Township of Alloway will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law.

40. **WITHDRAWAL OF BIDS**

A written request for the withdrawal of a bid will be granted if received by the Township of Alloway before any bid has been opened. A bid cannot be withdrawn after the time set for receiving the bids except by written consent of both parties.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Township Clerk no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Township of Alloway or the award of a contract.

41. **PAYMENT**

No payment will be made unless duly authorized by the Township's authorized representative and accompanied by proper documentation.

Payment will be made in accordance with the Township's policy and procedures.

The Township shall not be responsible for any late fees or service fees.

TECHNICAL SPECIFICATIONS

1. The bids will be evaluated by the Township Committee who shall recommend the award of contract(s). The award decision will be made on the basis of the lowest responsible bid received.
2. All bids shall be based upon the specifications set forth below:

**BID SPECIFICATIONS FOR 100KW 120/208V 3 PHASE
PROPANE GENERATOR; NEW SERVICE ENTRANCE RATED
AUTOMATIC TRANSFER SWITCH; CONDUIT AND WIRE**

Contractor shall furnish labor, material and supervision to install a 100KW 120/208V 3 Phase Propane Generator by the shed at the rear of the north side parking area at the Alloway Township Municipal Building. **Contractor is required to install the concrete pad on which the generator will be situate, pursuant to the generator manufacturer's specifications.**

Contractor shall furnish labor, material and supervision to install a New Service Entrance Rated Automatic Transfer Switch in the location of the existing manual transfer switch in the electrical room located in the basement of the Alloway Township Municipal Building.

Contractor shall furnish labor, material and supervision to install new conduit and wire from the 100KW 120/208V 3 Phase Propane Generator to the New Service Entrance Rated Automatic Transfer Switch (approximately 100').

ASPHALT CUTTING AND TRENCHING IN THE NORTH SIDE PARKING AREA TO BE DONE BY ALLOWAY TOWNSHIP.

It is the intent of these specifications to describe the minimum requirements for a 100KW 120/208V 3 Phase Propane Generator and New Service Entrance Rated Automatic Transfer Switch. The Generator shall meet the minimum specifications that follow. All bidders shall attach a statement that the unit offered meets exactly, or exceeds, these specifications, or list any exceptions fully and accurately.

Quantity 1 - **Generac propane engine driven generator, 9.0L V-8 engine**, consisting of the following features and accessories:

- Fuel system - Propane
- **SG0100GG189.0N18HPYYE**
- Stationary Emergency-Standby rated
- 100 kW Rating , synchronous alternator, wired for 120/208 VAC 3 Phase, 60 HZ
- Permanent magnet excitation
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital microprocessor:
 - Two 4 line x 20 displays, full system status
 - 3 phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20 ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; Programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- Electronic governor Frequency regulation, isochronous Steady state regulation +/- 0.25%
- 400A UL mainline circuit breaker
- Standard weather protective enclosure

- Industrial Grey enclosure, powder paint finish
- Catalyst muffler - installed
- 110AH, 925 CCA, group 31
 - battery w/rack-installed
 - 10AMP battery charger-installed
 - Battery charging alternator
 - Battery cables
 - Battery tray
- Fuel shut-off solenoid valve
- Solenoid activated starter motor
- Air cleaner and oil filter with internal bypass
- Oil and antifreeze
- Oil and radiator drain extensions
- Vibration isolators between engine/alternator and base frame
- Standard flex exhaust
- Air duct adapter
- Block Heater 1500W
- Engine run relay
- 21 Light remote annunciator - surface mount
- 120V GFCI & 240V Outlet
- Standard set of 3 manuals
- Listed to standard UL2200
- Flex fuel line
- STD 2-year limited warranty
- EPA Certified
- SCAQMD Compliant

Quantity 1 - **Open Transition, service entrance rated transfer switch** consisting of the following features and accessories:

- **ATV9MGC31200BRU**
- 1200 AMP with 3 Pole, 120/208 Volts 3 phase 4W, Fixed design
- **Nema 3R Enclosure**
- ATC-900 controller
- Time Delay S1 to S2 Adj. 0-1800 sec.
- Time Delay Engine Start Adj. 0-120 sec.
- Time Delay S2 to S1 Adj. 0-1800 sec.
- Time Delay Engine Cooldown Adj. 0-1800 sec.
- S2 Sensing All Phase Undervoltage/Underfrequency
- S2 Sensing All Phase Overvoltage/Overfrequency
- Test Pushbutton
- Time Delay Engine Fail Adj. 0-6 sec
- Bypass TDEN
- Bypass TDNE
- LED Indicator, Normal Position
- LED Indicator, Emergency Position

- LED Indicator, S1 Available
- LED Indicator, S2 Available
- Normal Source Position Form C contacts
- Emergency Source Position Form C contacts
- "Go to S2" Input
- All Phase Undervoltage/Underfrequency
- All Phase Overvoltage/Overfrequency
- Aux. Contact S1 Available 1 form C
- Aux. Contacts S2 Available 1 form C
- Ground Bus w/Provisions to Attach to Neutral
- Plant Exerciser Timer Select Load/No Load w/Fail Safe, 2 exercisers
- S1 Sensing Phase Reversal
- S1 Sensing All Phase Voltage Unbalance/phase loss
- Time Delay Neutral Adjustable 0-120 sec (delayed transition)
- Pretransfer Signal Contacts (1 Form C)
- IBC/CBC Seismic Qualified
- RS485 Modbus Communication
- Multi-Tap Voltage Transformer
- Silver Plated Bus
- Input Terminal Blocks
- Output Terminal Blocks
- UL1008 Listed
- C-UL-US Listed
- CSA C22.2 Certified
- 6H-Maintained 4 Position Test Switch
- 9B-Maintenance Selector Switch
- 12L-Indicating Lights Normal (S1) Source Tripped
- 16N-Overcurrent Protection Normal (S1)
- 29G-Selectable Automatic or PB Operation
- 29J-SS Auto E to N or PB E to N, always Auto N to E
- 37A-Suitable for service entrance w/o ground fault
- 41E-375W Space Heater with Thermostat
- Normal Source Terminals: (6) 3/0-750MCM CU/AL
- Emergency Source Terminals: (6) 3/0-750MCM CU/AL
- Load Side Source Terminals: (6) 3/0-750MCM CU/AL
- Neutral Source Terminals: (24) 4/0-500 CU/AL

**BID FOR 100KW 120/208V 3 PHASE PROPANE GENERATOR;
NEW SERVICE ENTRANCE RATED AUTOMATIC TRANSFER
SWITCH; CONDUIT AND WIRE**

THIS MUST BE RETURNED WITH YOUR BID

Provider Name: _____

Provider offers to contract with the Township of Alloway according to the specifications in this Request for Bid.

1. \$_____ for 100KW 120/208V 3 Phase Propane Generator; New Service Entrance Rated Automatic Transfer Switch; Conduit and Wire, all provided and installed per Specifications.

All prices shall include any and all fees charged for delivery.

STATEMENT OF AUTHORITY

BID SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

BID SUBMITTED BY: _____
(Please Print)

SIGNATURE: _____
(Proposal must be signed to be valid)

TITLE: _____ DATE: _____

TELEPHONE: _____ FACSIMILE: _____

TAXPAYER IDENTIFICATION NUMBER: _____

By submitting and signing this bid, we certify that we are familiar with all conditions and requirements of this bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

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

OR

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.

Name	Address
Name	Address
Name	Address
Name	Address

Subscribed and sworn before me
this _____ day of _____, 201____

(Affiant)

(Notary Public)

(Print Name and Title)

My Commission expires: _____

AFFIRMATIVE ACTION REQUIREMENTS

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a Federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:

1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL;

OR

2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT;

OR

3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA 302.

B. CONSTRUCTION CONTRACTS.

ALL SUCCESSFUL CONTRACTORS MUST SUBMIT WITHIN THREE (3) CALENDAR DAYS OF THE SIGNING OF THE CONTRACT AN INITIAL PROJECT MANNING REPORT AA 201 FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

VENDOR INFORMATION SHEET

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business: _____

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number: _____

Facsimile Number: _____

NON-COLLUSION AFFIDAVIT

State of _____
County of _____ ss:

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

I am _____ of the firm _____
(Title or Position) (Name of Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Alloway relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to
Before me this day
_____ 201____.

(Signature of Affiant)

(Signature of Notary Public)

(Typed or Printed Name of Affiant)

My Commission expires _____
(Month, Day, Year)