

BIDDER INFORMATION  
AND  
SPECIFICATIONS

BID FOR:

**TYPE III CLASS 1 EMERGENCY MEDICAL VEHICLE**

DUE DATE AND TIME:

Friday  
May 20, 2016  
10:30am

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## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Yehuda Abraham, Purchasing Agent of the Township of Lakewood, County of Ocean and State of New Jersey, will on Friday May 20<sup>th</sup> 2016 at 10:30 a.m. in the Township of Lakewood Municipal Building, Room A 231 Third Street, Lakewood, N.J. receive bids for the following:

### Purchase and Delivery Of

## **TYPE III CLASS 1 EMERGENCY MEDICAL VEHICLE**

There are no Bid or Performance Bond requirements for this bid.

Bidders are required to comply with:

- 1) Affirmative Action Regulations requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27;
- 2) P.L. 2004, c. 57 which amends and supplements the business registration provisions of N.J.S.A. 52:32-44.

Required bidder information can be found in the bid documents, which are available for review and pick-up Monday through Friday 9:30 a.m. to 4:45 p.m., excluding holidays, in the Office of Purchasing or on the Township website <http://www.lakewoodnj.gov/>. Any additional information may be obtained from the Office of Purchasing, by calling 732-364 2500 x5971.

By order of:  
Kathryn Hutchinson, Township Clerk

## DOCUMENT SUBMISSION CHECKLIST

BC

The following is a list of documents you will be required to provide during the bid process. Those documents in "**bold lettering**" are required to be submitted with the sealed bid package and **failure to do so will result in rejection of the entire bid.** Those documents listed with an asterisk (\*) are included in the Bid Submittal Package" you received when picking up the bid specifications and should be completed and returned in the sealed bid along with other documents listed without the asterisk.

- Copy of bidders Business Registration Certificate Pages 15; A2
- Copy of subcontractor's Business Registration Certificate Pages 15; A2
- \*Exception to Specification Sheet (and supporting documentation supplied by the bidder) Pages 10; A10
- \*Mandatory Equal Employment Opportunity Language Pages 12; A11-A12
- \*Affirmative Action Compliance Notice, Pages 12; A-13
- Affirmative Action Compliance Evidence, either item 1a or 1b indicated on Page A13 (item 1c will be included with the contract documents if awarded and applicable.)
- \*Americans With Disabilities Act of 1990 Pages 14; A14-A15
- \*Stockholder Disclosure pursuant to N.J.S.A.52:24.2 Pages 14; A16**
- \*Acknowledgement of Changes To Specifications Pages 14; A17**
- \*Non-Collusion Affidavit complete, signed and notarized, Pages 14; A18
- \*Contract Administrator and Subcontractor Designation Pages 15; A19
- \*Bid Proposal Sheet complete and signed Pages P-1**
- Agreement Form Pages A6-7**
- \_\_\_\_\_

The undersigned authorized representative hereby acknowledges that the above listed requirements have been submitted.

Company: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

**"Bold Lettering" (Bid Bond with Surety are applicable; Stockholder Disclosure, Acknowledgement of Changes to Specifications and Bid Proposal Sheet) are mandatory rejections if not submitted and returned in your sealed bid.**

(\*)Asterisk indicates document is included in the "Bid Submittal Package"

## Instructions To Bidders And Statutory Requirements

### Article 1 – Introduction And General Information

1-1. The Township of Lakewood, 231 Third Street, Lakewood, Ocean County, New Jersey 08701 invites sealed bids pursuant to the Notice to Bidders. All bidders and interested parties are welcome to attend. Be advised that no determination of award will be made at the bid opening.

1-2. The Township of Lakewood is hereinafter referred to as the “Township”, The State of New Jersey as the “State” and the County of Ocean as the “County”.

1-3. The front part of this Bid Specification is commonly known as the Boilerplate and contains the instructions to bidders and statutory requirements for all bids. The back part of this Bid Specification contains the Detailed Specification and Bid Proposal Sheet written specifically for this bid. Bidders are required to read and comply with both sections. The Detailed Specifications shall take precedents over conflicting requirements stated within the boilerplate but shall not take precedents over any Addendums issued.

1-4. All bidders will receive:

a. the complete Bid Package that will include the Bid Specification and any unattached documents such as drawings, prevailing wage documents samples when necessary and all other documents and materials that can be supplied by the Township. This package shall be completed and retained by the bidder for reference.

b. the Bid Submittal Package to be completed and returned. It contains copies of the required forms found in the Bid Specification; the Detailed Specifications for quick and easy reference during bid preparation; the Exception to Bid Specification Sheet and the Bid Proposal Sheet. These documents need to be completed properly and in their entirety. Failure to do so may subject your bid to immediate rejection.

1-5. The Bid Proposal Sheet must be completed as instructed in the Detailed Specifications. Unless specifically stated otherwise, this is the only form acceptable. Computer printouts or proposals submitted in a manner not specified will be immediately rejected. Bid Proposal Sheets submitted without an original signature will be immediately rejected.

1-6. For your bid to be considered a formal bid, you may be required to submit additional documents not contained in the Submittal Package such as a Bid Bond, Consent of Surety, a copy of your Public Works Contractor Registration and copies of trade licenses or certifications. Any additional forms required will

be stated on the Bidders Checklist, in the Boilerplate and/or in the Detailed Specifications. Bidders are instructed to make a close and careful review of the "DOCUMENT SUBMISSION CHECK LIST" page 4.

1-7. Additionally there may be other documents required after the formal award of the bid such as Insurance Certificates and Affirmative Action Forms.

1-8. Under advisement of the Department of Community Affairs, Division of Local Government Services and the opinion of the Township Attorney, the Township does not give out the names of the bidders or the estimated cost of any project currently being bid, that has not yet been formally opened and read.

1-9. There is no refund for any fees charged for these specifications if the Township awards a contract. If no award is made the bidder may, with the return of the original bid documents in reasonably good condition, receive the specifications for the rebid free of charge. There is no refund if the bidder chooses not to rebid. If there is no re-bid, the bidder is entitled to a refund with the return of the specifications in reasonably good condition within 90 days of formal council action and in accordance with Township practices.

## **Article 2 - Submission Of Bids**

2-1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

2-2. Sealed bids will be received by the designated representative as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

2-3. The bid shall be submitted in a sealed envelope: (1) addressed to Yehuda Abraham, Purchasing Agent, 231 Third Street, Lakewood, New Jersey 08701, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

2-4. It is the bidder's responsibility that bids are presented to the Township at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in subsection 2-3 above must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. Even with a delivery service, it is strongly recommended that the

bidder call the Township Clerk's office well in advance of the opening to ensure that the bid is in their possession.

2-5. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

2-6. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

2-7. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

a) Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

b) Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

c) Bids by sole-proprietorship shall be signed by the proprietor.

d) When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2-8. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

a) N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

b) N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

c) N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

d) Bidder should consult the statutes or legal counsel for further information.

### **Article 3 - Pricing Information For Preparation Of Bids**

3-1. The Township is exempt from local, state and federal sales, use or excise tax.

3-2. Estimated Quantities (Open-End Contracts): The Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C.5:30-11.2 and 11.10. No minimum purchase by quantity or dollar amount, either by individual order or total contract value is expressed, implied or guaranteed.

3-3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

3-4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including but not limited to any charges for packing, crating, containers, shipping and handling, freight, insurance, late payment fees, restocking fees, surcharges including fuel surcharge, and any and all charges not specifically mentioned. All transportation charges shall be fully prepaid by the contractor, **F.O.B. destination** and placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience. The Township will only pay for those items listed on the Bid Proposal Page at the prices awarded.

### **Article 4 - Brand Names, Standards Of Quality And Performance**

4-1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

4-2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

4-3. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.

4-4. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will hold the Township harmless from any damages resulting from such infringement.

4-5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

#### **Article 5 - Interpretation And Addenda**

5-1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.

5-2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

5-3. As you read, list your questions in order referencing the page number and line item. Then direct those questions and concerns to the Purchasing Office at 231 Third Street, Lakewood, New Jersey 08701, by phone at 732-364-2500 x5971 or by fax to 732-905-5964 during normal weekdays between 9:00 a.m. and 5:00 p.m. Any questions that cannot be answered with the information already provided in the bid package will be shared with all bidders and answered through an addendum. All questions must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

5-4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the

specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

5-5. When issuing an addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

5-6. Discrepancies in Bids:

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

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

5-7. If stated in the Notice to Bidders and/or the Detailed Specifications, a pre-bid conference for this proposal will be held on the date, time and place stated. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### **Article 6 - Exceptions To Specifications**

6-1. The bidder shall understand that all requirements within these specifications shall be provided as written unless the bidder has taken a specific exception.

6-2. Exceptions must be formally accepted by the Township.

6-3. Bidders are reminded that taking an "Exception" does not automatically indicate that the bidder's proposal is "not equal". Each exception shall be evaluated on its own merit based on the information supplied by the bidder.

6-4. Areas to be considered as exceptions include but are not limited to the bidder's inability or unwillingness to comply with any requirement stated in the complete bid package; or perform exactly as written; or to acquire the necessary required documents; or provide the goods or services exactly as specified or exceeds a specified measurement.

6-5. Any and all exceptions taken to these specifications must be listed on the "Exceptions to Specifications" sheet. One copy is included with the submittal package. Bidders are to reproduce this sheet as necessary and shall attach them to and submit with his bid proposal.

**See Appendix Page A9**

**This form is also included in the bid submittal package.**

6-6. Exceptions are to be listed in the order taken, clearly identifying the requirement or equipment, and fully and completely stating the exception.

6-7. Any and all documentation supporting the exceptions must be included with the bid proposal package in accordance with Article 4 - Brand Names, Standards Of Quality And Performance for evaluation purposes.

6-8. If discrepancies are found during the evaluation process between what is specified and what is offered by the bidder, the Township may reject the bid as informal and noncompliant.

6-9. Failure to provide the material described will subject any Bonds held by the Township to forfeiture, or the Township may deduct and retain out of the monies due, or which may become due such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obliged to pay to procure such supplies from other parties, or as further defined in the Detail Specifications.

*The following items 7-1 through 7-5 are only required when stated in the Notice to Bidders and/or the Detailed Specifications. Review the Bidders Checklist to see if the Bid Guarantee and Consent of Surety is required at the time of the bid submittal.*

### **Article 7 - Bid Security And Bonding Requirements**

#### **7-1. Bid Guarantee:**

The Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

**Failure to submit a Bid Guarantee when required shall result in rejection of the bid.**

#### **7-2. Consent Of Surety:**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable Surety Company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. A Surety Disclosure Statement and Certification substantially in the form required in N.J.S.A. 2a:44-143.d. shall be included.

**Failure to submit Consent Of Surety form when required shall result in rejection of the bid.**

#### 7-3. Performance Bond

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. The Performance Bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The Surety on such bond or bonds shall be a duly authorized Surety Company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

**Failure to submit this with the executed contract when required shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.**

#### 7-4. Labor And Material (Payment) Bond

When required the Bidder shall with the delivery of the Performance Bond submit an executed Payment Bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

**Failure to submit a Labor and Material Bond with the Performance Bond when required shall be cause for declaring the contract null and void.**

#### 7-5. Maintenance Bond:

Upon acceptance of the work by the Township, the contractor shall submit a Maintenance Bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed \_\_\_\_% of the project costs guaranteeing against defective quality of work or materials for the period of:

- \_\_\_\_1 year
- \_\_\_\_2 years

### **Article 8 - Statutory And Other Requirements**

#### 8-1. Affirmative Action Certification

If awarded your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Township must retain the Affirmative Action evidence in their files for review by the Division. The following information summarizes the full, required, regulatory text.

- a) For goods and service contracts including professional services contracts, each contractor shall submit to the Township, after notification of award but

prior to execution of a goods and services contract, one of the following three documents:

- i. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division of Purchase & Property, CCAU, EEO Monitoring Program (for this section the Division). This approval letter is valid for one year from the date of issuance); or
- ii. A Certificate of Employee Information Report (for this section "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. or
- iii. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with the appropriate fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. The Form is provided by the Township when applicable and does not have to be completed and returned with the bid package.

b) For maintenance/construction contracts, after notification of award, but prior to signing a construction contract, the construction contractor(s) shall complete and submit:

- i. an Initial Project Workforce Report Form AA-201 provided by the Township upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated.
- ii. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA-202 once a month thereafter for the duration of the contract to the Division and to the Township compliance officer. The form can be accessed on the Division's web page.

The Contractor also agrees to cooperate with the Township in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

**See Appendix; A10 Exhibit A Mandatory Language; Page A12 Notice/Evidence  
The Language & Evidence forms are also included in the bid submittal package**

#### 8-2. Americans With Disabilities Act Of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the Americans With Disabilities language, agree to the provisions of Title II of the Act, and are hereby made a part of the contract. The contractor is obligated to comply with the Act and to hold the Township harmless.

**See Appendix Page A13**

**This form with the language content is included in the bid submittal package**

#### 8-3. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid such disclosure of said corporation or partnership is submitted. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

**See Appendix Page A15.**

**This form is also included in the bid submittal package.**

**Failure to submit a stockholder disclosure document with the bid proposal shall result in a mandatory rejection of the entire bid.**

#### 8-4. Acknowledgement Of Changes To Bid Specifications

An Acknowledgement Of Changes To Bid Specifications Form is required for prevailing wage bids for work on real property that are in excess of the amount set forth in N.J.S.A. 40A:11-3 or as calculated by the Governor pursuant to Section 3 of P.L. 1971, c198 and is deemed mandatory pursuant to N.J.S.A. 40A:11-23(1)(a). This acknowledgement has also been deemed mandatory for all other bids pursuant to N.J.S.A. 40A:11-23.2.e.

**See Appendix Page A16**

**This form is also included in the bid submittal package.**

**Failure to submit the Acknowledgement Of Changes To Bid Specifications document with the bid proposal shall result in a mandatory rejection of the entire bid.**

#### 8-5. Non-Collusion Affidavit

A Non-Collusion Affidavit affirming that the 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 for this bid shall be properly executed, attested by a Notary Public and submitted with the bid proposal.

**See Appendix Page A17**

**This form is also included in the bid submittal package.**

#### 8-6. Contract Administrator and Subcontractors

Bidders shall declare which corporate officials will personally administrate this contract if awarded. The contract Administrator will be the primary contact. The Superintendent shall be next contact up the corporate ladder should problems be encountered that cannot be resolved. The bidder shall also state any subcontractors he intends to use and provide all documentation related to subcontractors stated in these specifications.

**See Appendix Page A18**

**This form is also included in the bid submittal package.**

#### 8-7. Proof Of Business Registration

P.L. 2009, c315 has repealed the requirement of N.J.S.A. 52:32-44 that required each bidder (contractor) to submit proof of business registration with the bid proposal or be rejected as a fatal flaw. Proof of registration is still required and must be in the possession of the bidder prior to the receipt of bids but may now be submitted prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). The Township reserves the right to require a copy of the registration certificate with the bid proposal as proof of possession of registration at the time of the receipt of bids and to the expediency of awarding a contract. Visit the New Jersey Division of Revenue web page at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) for further information on obtaining a BRC. A link to the application form at can be found at [www.nj.gov/njbgs](http://www.nj.gov/njbgs). The following BRC requirements are still applicable:

a) 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:

i. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

ii. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

iii. 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.

b) A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

**See Appendix Page A1 Language; Page A2 Acceptable Certificate Samples**  
**Failure to submit a copy of the Business Registration Certificate with a date prior to the bid submittal date shall result in a mandatory rejection of the entire bid.**

*NOTE: Only when applicable are the following items, 8-8, 8-9 and 8-10 mandatory requirements of the bid proposal and contract. They will be stated in the Notice to Bidders and/or the Detailed Specifications. Review the Bidders Checklist to see a copy of the Public Works Contractor Registration Certificate is required at the time of the bid submittal.*

**8-8. New Jersey Worker And Community Right To Know Act**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. All applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished at delivery.

**8-9. Prevailing Wage Act**

Pursuant to N.J.S.A. 34:11-56.25 et seq. all contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The following apply to the Act and this contract when applicable:

a) The contractor shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages.

b) It is the contractor's responsibility to obtain and submit all subcontractors' certified payroll records within the aforementioned time period.

c) The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c).

d) It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

e) The Department of Labor may from time to time during the term of the contract make changes in the Prevailing Wage Rate. The Township **will not**

amend or authorize any rate increase for that craft. The Contractor however will still be responsible to his employees for the rate increase.

For additional information go to the Department of Labor web site at [http://lwd.dol.state.nj.us/labor/wagehour/regperm/public\\_contracts\\_general.html](http://lwd.dol.state.nj.us/labor/wagehour/regperm/public_contracts_general.html)

#### 8-10. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. The Township reserves the right to require a copy of the registration certificate with the bid proposal as proof of possession of registration at the time of the receipt of bids and to the expediency of awarding a contract. N.J.S.A.34:11-56.55 specifically prohibits accepting applications for registration as a substitute. To register, bidders shall complete an application form and submit it to the Department of Labor. The form is available at [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lse/lse-2.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/lse-2.pdf) and can be submitted online. There is a fee involved and a 30 day processing time. The following additional requirements apply:

a) The following definitions under the Act apply:

i. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A.34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

ii. The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

1) "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

2) "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

3) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

b) After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification

along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

**See Appendix Page A3.**

**Failure of the bidder, when required, to submit a copy of his Public Works Contractor Registration Certificate and those of all subcontractors, with dates valid prior to the bid submittal date, shall result in a mandatory rejection of the entire bid.**

### **Article 9 - Insurance And Indemnification**

9-1. All insurance requirements apply to both the awarded contractor and all subcontractors. The Township of Brick must be listed on all forms as an additional insured except for Workman's Compensation Policies. All insurance forms must be submitted with the signed contracts.

9-2. All coverage shall be with AM Best's rated A or better Insurance Companies only authorized to do business in the State of New Jersey. As evidence of such authorization, the contractor shall submit with the insurance documents a copy of the Certificate of Authority for each named provider.

9-3. All insurance submitted by the awarded contractor is subject to approval by the Township and must remain in full force for the duration of the contract. The contractor shall not take any action under this contract until such approval is given by the Township.

9-4. No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Contractor or the contractor's surety from any liability or obligation imposed upon either or both of them by the provisions of this contract.

9-5. All insurance policies subject to cancellation, non-renewal, or material reduction in coverage shall be endorsed to provide written notice to the Township no less than 30 days prior. The phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

9-6. The contractor must disclose any policy or coverage with deductibles of \$5,000.00 or more.

9-7. The dollar amounts listed are *minimum* limits. These limits and all insurance requirements stated in this section are subject to any additions, deletions or revisions stated in the Detailed Specifications.

a) Commercial General Liability Insurance or its equivalent for bodily injury, personal injury and property damage including loss of use with the minimum limits of:

- I. \$1,000,000 each occurrence
- II. \$ 300,000 damage to property
- III. \$1,000,000 personal and advertising injury
- IV. \$1,000,000 general aggregate
- V. \$1,000,000 products/completed operation

b) Business Auto Liability Insurance or its equivalent with a minimum limit of \$500,000 per person, per accident, property damage and includes coverage for all of the following:

- i liability arising out of the ownership, maintenance or use of any auto
- ii Auto non-ownership and hired car coverage
- iii Uninsured/Underinsured motorist coverage at a limit no less than statutory limits

c) Excess/Umbrella Insurance or its equivalent with minimum limits of:

- i \$1,000,000 per occurrence
- ii \$1,000,000 aggregate for other than products/completed operations and auto liability
- iii \$1,000,000 products/completed operations aggregate

d) Workers Compensation Insurance or its equivalent with statutory benefits as required by any state or Federal law:

- i \$500,000 each accident for bodily injury by accident
- ii \$500,000 each employee for bodily injury by disease
- iii \$500,000 policy limit for bodily injury by disease

9-8. Bidder shall indemnify and hold harmless the Township, the Mayor, Council, Business Administrator, employees and professionals under contract harmless from and against all claims, suits or actions, and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

**See Appendix Pages A4 Certificate Of Insurance, A5 Certificate Of Authority**

#### **Article 10 - Causes For Rejecting Bids**

10-1. All bids may be rejected for any of the following reasons pursuant to N.J.S.A. 40A:11-13.2;

- a) The lowest bid substantially exceeds the cost estimates for the goods or services;

- b) The lowest bid substantially exceeds the Township's appropriation for the goods or services;
- c) The Township Committee decides to abandon the project for provision or performance of the goods or services;
- d) The Township wants to substantially revise the specifications for the goods or services;
- e) The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
- f) The Township Committee decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

10-2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.

10-3. Multiple bids from an agent representing competing bidders.

10-4. The bid is inappropriately unbalanced.

10-5. The Township had a prior negative experience with the bidder pursuant to N.J.S.A. 40A:11-4(b).

10-6. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).

10-7. The Township reserves the right to reject any or all bids in whole or in part, to make awards item by item, by parts or in bulk, to waive minor defects in any non-statutory required document, to cancel the contract at any time the foregoing conditions are not complied with or for any good and sufficient reason, if deemed in the best interest of the Township to do so.

### **Article 11 - Method Of Award And Contract**

11-1. If the award is to be made on the basis of a base bid only, it shall be made to that responsive and responsible bidder submitting the lowest base bid.

11-2. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest bid in accordance with the requirements stated in the Detailed Specifications.

11-3. The Township may also elect to award the contract on the basis of unit prices in which case multiple bidders may be awarded.

11-4. All awards for time and material bids will take into consideration both the labor cost and the material cost. All bid prices will be adjusted to reflect one hour labor and a given price on parts to be adjusted according to the basis of award outlined in the Detailed Specifications.

11-5. All tie bids will be awarded at the Townships discretion as authorized and in accordance with N.J.S.A. 40A:11-6.1 (d).

11-6. All contracts are conditional upon the contractors' compliance with all State, County, and Local laws, rules, regulations and ordinances. compliance with all the terms of this agreement; ability to secure and maintain all required licenses, certifications, permits and other related documents necessary to perform under this contract and the acceptance of the required insurance documents.

11-7. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually as well as union agreements, cooperative contract awards, changes in State laws and regulations, market conditions, the contractors performance and if deemed in the best interest of the Township.

11-8. No less than three copies of the AGREEMENT shall be submitted by the Township to the successful bidder along with a Notice of Award, Resolution of Award and any additional required documents and instructions. Terms of the specifications/bid package along with any addendums, attachments and all other documents submitted, accepted and awarded shall be annexed the signed contracts. Bidder exceptions must be formally accepted by the Township.

11-9. Failure to provide any of the required documents stated in the notice of award with the signed contracts by the time indicated or failure to maintain the required documents during the term of the contract shall constitute a breach thereof and subject to immediate forfeiture of the contract.

11-10. The duration of the contract shall be stated in the Detailed Specifications. If no dates are stated, the contract shall run the minimum time authorized by N.J.S.A. 40A:11-15 beginning on the day after formal award by the Township Committee or upon the conclusion of any current contract due to expire for the identical goods or service.

11-11. The Township reserves the right to extend contracts in accordance with N.J.S.A.40A:11-15. Types of contracts may include any of the following:

a) a one (1) time contract to expire at the completion of the service or delivery of goods.

b) a single multiyear contract (minimum of two (2) years or as otherwise provided for in N.J.S.A.40A:11-15) which may or may not be rebid at its conclusion.

c) a multiyear contract with individual one year contracts to be renewed annually.

11-12. The prices and discounts awarded shall remain firm fixed for the duration of the contract except for those commodities specifically identified and authorized by the State due to a volatile price market and stated as such in the Detailed Specifications, provided that the Detailed Specifications also include a formula for the adjustments that are clearly and explicitly outlined.

11-13. On multiple year contracts the Township reserves the right to cancel the contract at the conclusion of any contract year and re-bid for such goods and services.

**See Appendix Page A6 AGREEMENT**

#### **Article 12: Placement Of Orders**

12-1. All orders will be placed by the Purchasing Department and on occasions by authorized personnel from the using department.

12-2. Absolutely no orders will be processed or given to any Township employee by the contractor without a purchase order first being issued. That confirmation will be the purchase order number being assigned to that order. It is the contractor's responsibility to contact the Purchasing Department if there is any doubt or concern the order received is authorized.

12-3. The Township will make every effort to place minimum orders as outlined in the Detailed Specifications but will not be held to any minimum purchase either by quantity or dollar amount for any single order or total contract.

12-4. At the time of the placement of the order the contractor must notify the Township if any item will be backordered and the estimated time for its delivery.

12-5. All orders must be delivered within 48 hours or as stated in the Detailed Specifications or as otherwise authorized by the Purchasing Agent. In cases where it has been determined by the Township that an order or part requires a

priority shipment and it has been authorized by the Township, the Township will be responsible for the costs associated with the V.I.P or overnight delivery.

### **Article 13 - Delivery**

13-1. All deliveries shall be **F.O.B. destination**.

13-2. All deliveries shall be made Monday through Friday excluding Township observed holidays between the hours of 9:00 a.m. and 5:00 p.m. or as otherwise directed.

13-3. All deliveries must be accompanied with a packing slip showing at minimum, the purchase order number, and for each item delivered the item description or part number and the quantity shipped.

13-4. All delivery slips must be signed by a Township employee authorized to accept shipments. A copy of the delivery slip must be retained by the Township.

13-5. All deliveries must be placed in the building or at a location to be determined at the time of the placement of the order or as required at the delivery site.

13-6. Delivery personnel should be aware that Township employees have pre-assigned duties and may not be available to assist the delivery person with the unloading of any order. Additionally there may not be any Township equipment available to assist in the unloading.

13-7. All packages, etc., when delivered must be plainly marked on the outside as to material, contents and our purchase order number. Failure to comply with this request will constitute proper reason for return of goods at bidder's expense.

13-8. Delivery of all items must be made according to the time set in the Detailed Specifications, unless a written request has been made for an extension of time to the Township, and a written permission has been granted.

13-9. If the person or firm to whom an award is made shall fail to furnish and deliver the supplies and/or equipment within the time specified, the Township may deduct and retain out of the monies due, or which may become due to such person or firm from the Township such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obliged to pay to procure such supplies from other parties, or as further defined in the Detail Specifications.

**Article 14 - Returns**

14-1. All costs and arrangements for making returns will be the responsibility of the contractor.

14-2. All returns must be picked up within 48 hours of notification.

14-3. Pick up slips are required for all returns and must be signed by an authorized Township employee. A copy of the signed slip must be retained by the Township.

**Article 15 - Warranty**

15-1. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

15-2. The successful bidder shall guarantee all materials furnished or purchased under these specifications in accordance with the manufacturers standard warranty but in no case less than ninety (90) days all parts and labor or as otherwise defined in the Detailed Specifications.

15-3. The successful bidder shall guarantee all labor and/or services provided for not less than ninety (90) days or as defined in the Detailed Specifications.

15-4. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

**Article 16 - Payment**

16-1. Payment will be made in accordance with the Township's policy and procedures, Purchase Orders must be issued, all orders, shipments and/or services must be complete, invoices and credit slips must be received and in agreement with the voucher, formal acceptance must be received by the department head of the using department prior to placement on a Bill Resolution.

16-2. Please review Article 3 Pricing Information For Preparation Of Bids for a list of charges not applicable to this bid.

16-3. Invoices and credit slips submitted must list the assigned purchase order number, the item description, quantity delivered, unit price as awarded and the extended amount. Only one Purchase Order Number per invoice, credit slip and packing slip. The Township does not process vouchers from monthly statements.

16-4. All vouchers must be placed on a Bill Resolution to be approved for payment at a formal council meeting. Only complete, properly prepared vouchers with all the above documentation can be placed on the Bill Resolution.

### **Article 17 - Termination Of Contract**

17-1. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract. Township will pay only for goods and services accepted prior to termination.

17-2. All contract violations will be documented and filed. A written notification will be submitted to the contractor and the contractor will be given an opportunity to respond in writing to the allegations.

17-3. Any contractor whose contract has been terminated for failing to perform, refusal to perform or failure to perform to the satisfaction or expectations of the Township shall be barred from being awarded future Township bids under the guidelines of prior negative experience for a period of five (5) years.

17-4. Prior to any new award the contractor will be required to submit evidence that corrective measures are in place to prevent a reoccurrence of the past negative performance

17-5. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

17-6. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.

17-7. In case of default by the contractor, the Township may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

17-8. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel the contract.

17-9. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

17-10. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.

17-11. The Township may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor. The decision to cancel does not preclude the Township from rebidding such goods and/or services.

#### **Article 18. Open Public Records Act (OPRA)**

18-1. The Township makes available for public inspection the bid of each bidder immediately following the closure of all bids taken during that session. Bidders must take the responsibility to protect themselves, their company, the owners and employees by becoming familiar with the exemptions to the Open Public Records Act listed in N.J.S.A. 47:1A-1 et seq. and properly alert the Township that such documents are enclosed in the bid package.

18-2. Bidders submitting documents that fall into any of the exceptions to O.P.R.A. shall conceal such documents in a separate envelope within his bid package and clearly mark on the outside of the envelope, the bidder name, bid number and/or title of bid, and boldly marked "**DOCUMENTS EXEMPT FROM O.P.R.A.**".

18-3. The Township shall open such envelope prior to the public inspection to ensure the documents are in fact exempt and to ensure the documents have in fact been submitted at the time of the bid when required to be submitted as stated in the bid specifications and listed on the bid checklist.

18-4. Should the Purchasing Agent or his duly recognized representative conducting the bid opening determine that a document is not exempt from O.P.R.A., that document shall immediately become available for public

inspection. Any document that is deemed questionable shall be considered exempt until such time a positive determination can be made.

## **BID SUBMITTAL PACKAGE**

### **TYPE III CLASS 1 EMERGENCY MEDICAL VEHICLE**

For your convenience, we have copied and attached hereto, the necessary documents from the complete Bidder Information and Specifications package that are required to be completed and submitted by you, the bidder. THIS PACKAGE MAY NOT CONTAIN ALL THE REQUIRED DOCUMENTS NECESSARY FOR TO IT TO BE CONSIDERED A COMPLETE AND FORMAL BID PROPOSAL.

Any additional documentation you submit with this package to make your bid a complete and formal proposal should be copied and attached to your Bidders Information and Specifications package. The information you submit in this package as your formal proposal must be reflected in your copy of the Bidders Information and Specifications package.

The complete Bidders Information and Specifications package is to be retained by you for future reference. It will also be annexed to your signed contract documents should you be awarded the bid.

Please review the entire Bidder Information and Specifications package for further information.

## **“New Jersey Business Registration Requirements”**

### **Mandatory Non-Construction Language**

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

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

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

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

### **Mandatory Construction Language**

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

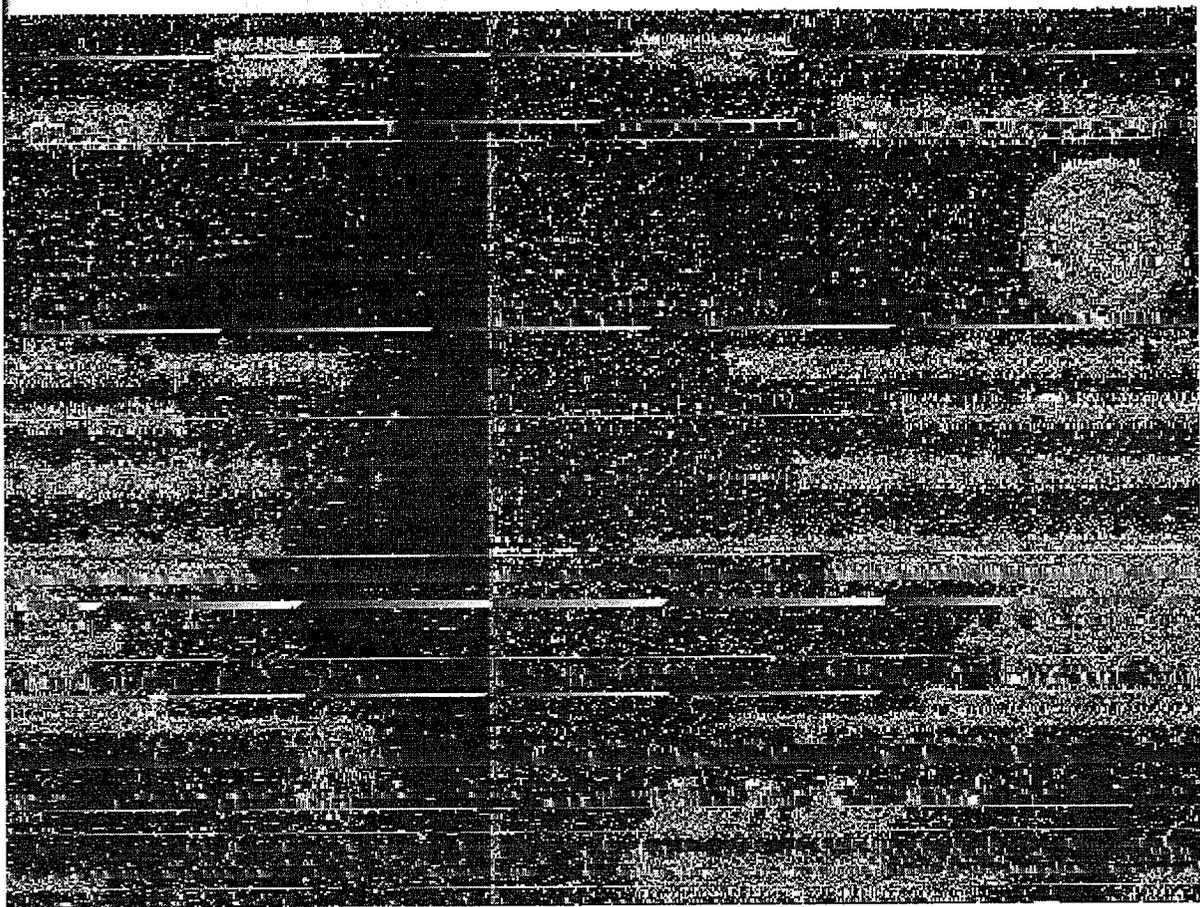
A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements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

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

THESE ARE THE ONLY ACCEPTABLE FORMS

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b> <b>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 324 TRENTON, NJ 08646-0324</small>
TAXPAYER NAME:	TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	970-097-382/500	SEQUENCE NUMBER: 0107230
ADDRESS:	847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE:	01/01/01	<i>John S. Eudy</i> Acting Director
FORM RC(09/04)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

	<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533



CERTIFICATE OF INSURANCE		ISSUE DATE			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
INSURED  Your Company And Address		COMPANY LETTER	A Carrier with at least \$100,000,000 Financial Size		
		COMPANY LETTER	B		
		COMPANY LETTER	C		
		COMPANY LETTER	D		
		COMPANY LETTER	E		
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	12345			GENERAL AGGREGATE \$ 1,000,000 PRODUCTS/COM/PROP/AGG. \$ 1,000,000 PERSONAL & ADJ. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any/retail) \$ 500,000 MED EXP. (Any/retail) \$ 5000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> OTHER				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND <input type="checkbox"/> EMPLOYERS LIABILITY	12345			STATUTORY LIMITS EACH ACCIDENT \$ 500,000 DISEASE POLICY LIMIT \$ 500,000 DISEASE EACH EMPLOYEE \$ 500,000
A	<input type="checkbox"/> LIQUOR LIABILITY	12345			\$ 1,000,000
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS The entities and individuals listed on Exhibit "A" are hereby collectively named as additional insureds with respects to the foregoing General Liability and Liquor Liability coverages.					
CERTIFICATE HOLDER		CANCELLATION			
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
		AUTHORIZED REPRESENTATIVE			



**State of New Jersey**  
**DEPARTMENT OF BANKING AND INSURANCE**  
**CERTIFICATE OF AUTHORITY**

DATE: APRIL 16, 2003

NAIC COMPANY CODE: 14168

THIS IS TO CERTIFY THAT THE HARLEYSVILLE MUTUAL INSURANCE COMPANY OF HARLEYSVILLE, PENNSYLVANIA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2004, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BY THE FOLLOWING NUMERALS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 20, 22 AND 26.

**PROPERTY/CASUALTY COMPANY**  
**N.J.S.A. 17:17-1**

1. Fire & Allied Lines
2. Earthquake
3. Growing Crops
4. Ocean Marine
5. Inland Marine
6. Workers' Compensation & Employers' Liability
7. Automobile Liability (BI)
8. Automobile Liability (PD)
9. Automobile Physical Damage
10. Aircraft Physical Damage
11. Other Liability
12. Boiler & Machinery
13. Fidelity & Surety
14. Credit
15. Burglary & Theft
16. Glass
17. Sprinkler Leakage & Water Damage
18. Livestock
19. Smoke or Smudge
20. Physical Loss to Buildings
21. Radioactive Contamination
22. Mechanical Breakdown/Power Failure
23. Other (see reverse side)

N.J.S.A. 17B:17-4

26. Accident and Health

N.J.S.A. 17:17-1(g) and  
 N.J.A.C. 11:7-1.1 et seq.

27. Municipal Bond Insurance

**LIFE INSURANCE COMPANY**  
**Title 17B**

28. Life
29. Health
30. Annuities
31. Variable Contracts
32. Other (see reverse side)

**OTHER COMPANIES**

N.J.S.A. 17:46B-1 et seq.

33. Title Insurance

N.J.S.A. 17:44A-1 et seq.

34. Fraternal Benefit Society

N.J.S.A. 17:46A-1 et seq.

35. Residential Mortgage Guaranty Insurance
36. Commercial Mortgage Guaranty Insurance

**SPECIAL CONDITIONS**

40. Non-participating Insurance Only
50. Reciprocal Exchange
60. Reinsurance Only
70. Participating Business Requirements
80. Capital & Surplus Guarantee (see reverse side)
99. (see reverse side)

S A M P L E

**HOLLY C. BARKE**  
**COMMISSIONER**





**LIQUIDATED DAMAGES**

The contractor shall be liable to the Township for all expenses, losses, damages, as determined by the Business Administrator, incurred in consequence of any defect, omission or mistake of the contractor, his subcontractors, agents or employees, or for the making good thereof.

If the contractor is permitted to finish the work after the specified period of completion, the Township shall have full authority to and may deduct and retain from any payments due the contractor an amount to be determined by the Business Administrator and approved by the governing body of the Township for each calendar day thereafter that the contract remains uncompleted, all as liquidated damages, and not as a penalty, to defray reasonable loss to the Township due to failure to complete the work in the stipulated time.

**THIS CONTRACT** shall be binding upon the Township, its successors and assigns, and upon the Contractor, its successors and assigns, heirs, executors or administrators.

**IN WITNESS WHEREOF**, the Township has caused this instrument to be signed by Menashe Miller, Mayor.

**ATTESTED BY** Kathryn Cirulli, Township Clerk and the Township of Lakewood seal to be hereunto affixed, and the contractor hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above mentioned.

**TOWNSHIP OF LAKEWOOD:**

SIGNED: \_\_\_\_\_  
Menashe Miller, Mayor

ATTEST: \_\_\_\_\_  
(SEAL) Kathryn Hutchinson, Township Clerk

**CONTRACTOR**

SIGNED BY: \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_  
(SEAL) **NOTE: Attach additional signature sheets in the above form if necessary.**

**CONSENT OF SURETY**

--- ONLY WHEN REQUIRED ---

REVIEW NOTICE TO BIDDERS, BIDDERS CHECK LIST AND DETAILED SPECIFICATIONS

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: The Township of Lakewood

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to the Township of Lakewood a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**



EXHIBIT A  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) And 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency and the State of New Jersey, Division of Purchase Property Contract Compliance Audit Unit EEO Monitoring Program (hereinafter the "Division"), after notification of award but prior to execution of a goods and services contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (This approval letter is valid for one year from the date of issuance);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed initial Employee Information Report, Form AA-302 as submitted to the Division with the assigned fee.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. It is not required to be submitted with the bid documents at the time of the bid opening.

The successful vendor(s) must submit the copies of the AA302 Report to the Division. The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

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

The contractor and the Township of Lakewood (hereafter the "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42U.S.C. §121 01 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 a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Company: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

**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.

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.

Stockholders:

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

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

(Notary Public)

\_\_\_\_\_  
(Print Name and Title)

My Commission Expires:

(Corporate Seal)

**ACKNOWLEDGEMENT OF CHANGES**

**TYPE III CLASS 1 EMERGENCY MEDICAL VEHICLE**

Pursuant to N.J.S.A. 40A:11-23(1)(a), the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number or Title of Addendum	How Received (mail, fax, picked up)	Date Received

**Acknowledgement by bidder:**

Write the word **NONE** if no addendums have been issued \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

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

Print or Type Name and Title: \_\_\_\_\_

**IF YOU DO NOT COMPLETE THIS FORM PROPERLY, YOUR ENTIRE BID WILL BE REJECTED**

**NON - COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :  
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 of \_\_\_\_\_  
**(title or position)** **(company submitting bid)**

the bidder making the Proposal for \_\_\_\_\_  
**(title of bid)**

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 Lakewood relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 \_\_\_\_\_.  
**(company submitting bid)**

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

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

My commission expires \_\_\_\_\_ 20\_\_\_\_

Firm \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

**CONTRACT ADMINISTRATOR AND SUBCONTRACTOR DESIGNATION**

Please give the name of the contract administrator (primary contact) who will give personal attention to the work whenever required and that of the project superintendent who oversees and is responsible for the successful completion of the entire project.

**CONTRACT ADMINISTRATOR:**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

**SUPERINTENDENT:**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

**SUBCONTRACTORS TO BE USED FOR THIS CONTRACT  
(STATE "NONE" IF NONE)**

**Business Registration Certificates must be submitted with the Proposal. It is requested that all other certificates for the contractor and all subcontractors be submitted with the proposal in the interest of expediency of the contract.**

Subcontractor 1. \_\_\_\_\_

Address: \_\_\_\_\_

Contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

Subcontractor 2. \_\_\_\_\_

Address: \_\_\_\_\_

Contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

(Copy and attach additional sheets if necessary)

# EMERGENCY MEDICAL VEHICLE BID SPECIFICATIONS

## Scope

The following specifications are intended only to provide a common standard to which all parties may bid. Any brand name or specification should be read as "or equivalent". If a bidder is not going to furnish the item exactly as described, including all certification/compliance documents, bidder must indicate the exception on page A-9 of this bid package even if the bidder's proposal may be exceeding what is described. For each exception taken, the bidder must include a detailed technical description of what is being substituted as well as a full explanation of why the exception equals or exceeds the item in the specification. All exceptions shall be listed by letter and number. The bidder shall respond to each individual item by indicating "Yes" or "No".

Anyone responding to this bid invitation shall ensure that all electronic equipment to be delivered be standard commercial products which meet or exceed the requirements of these specifications. The vehicle shall comply, at a minimum, with all current Federal Motor Vehicle Safety Standards (FMVSS) as well as all current Federal Ambulance Design specifications and NFPA Standards and federal regulations for ambulance design standards in effect at the date of the proposal submission for the year of manufacture. All components and optional features shall be as represented in the manufacturers current technical data. The supplier shall provide that standardization and interchange ability between similar construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. All materials shall be free of defects and suitable for the service intended.

The vehicle described herein shall not be a prototype, but shall be produced as a regular product line by the manufacturer.

The Township of Lakewood EMS is looking to purchase a new or pre-owned 2013 Ford E450 XL V10 Gas Type III Class 1 Emergency Medical Vehicle with 20,000 miles or less or an equivalent vehicle.

The builder's manufacturing history shall be supported by documentation where applicable, and by the reference section within this specification. The benchmark for the initial configuration of this ambulance shall be the current KKK Federal Specification for Ambulances or NFPA 1917 Standard for Automotive Ambulances.

## **A. MINIMUM REQUIRED STANDARDS:**

The date of certification for the current KKK-A-182 is \_\_\_\_\_

The date of certification for the current NFPA 1917 is \_\_\_\_\_

1. The manufacturer shall also comply with the company's QVM program. A copy of the manufacturer's QVM certification is submitted with the bid.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Manufacturers or dealers for manufacturers submitting bids must be licensed as a New Jersey New and Used Motor Vehicle Dealer in accordance with the provisions of N.J.S.A. 39: 10-19. Yes \_\_\_\_\_ No \_\_\_\_\_

## B. QUALITY CONTROL

To simplify warranty coverage and to assure a consistent level of quality throughout the vehicle, a vendor is desired that manufactures the major components for the ambulance (excluding the chassis). Major components are defined as the module body, the interior cabinets, and the converter-added electrical wiring system. This purchaser understands that manufacturers may purchase some elements, such as switches, boards, etc. with which to manufacture a system.

Further, this specification requires the vendor to own or have full rights to the design of, as well as the rights to the onboard converter-added electrical system. Generic aftermarket systems that are manufactured by an outside company and installed by the vehicle converter are not acceptable.

These requirements are addressed elsewhere within this specification where the specific defined items are located. Manufacturers who outsource any of the above-referenced components shall be considered non-responsive and will be rejected.

1. Bidder states that the represented vehicle builder manufactures all of the major components as defined above:      Yes \_\_\_\_\_      No \_\_\_\_\_
2. Bidder states that the represented vehicle builder owns the design of the converter-added electrical system, as well as all rights to that system and any required software. Yes \_\_\_ No \_\_\_

Component manufacturer {by company name):

Modular Body: \_\_\_\_\_

Interior Cabinets: \_\_\_\_\_

Electrical Wiring System: \_\_\_\_\_

## C. QUOTATION:

The overall quotation shall include a firm price for a vehicle meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The model year of both the chassis and the conversion shall be clearly stated. Delivery shall be within 45 days.

The proposal shall include all warranties that are required in the following detailed specification. Lifetime warranties will not be accepted because of their unclear nature of duration. All warranties must have specific time durations and shall define warranties on specific components. The minimum acceptable warranty periods are noted below. In the lines the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

Note: The structural warranty, as noted in the structural section of this specification, will include the module doors, continued module body door alignment, and all interior cabinet construction. The remounted body shall be completed with the greater of the existing body structural warranty from the OEM still in effect or an extension of {5} years from the date of

completion, whichever is greater. The body structural warranty will be effective under the following conditions: (1) the re- chassis is performed by the original manufacturer, (2) the structural warranty has not expired at the time of the re-chassis, and (3) this purchaser approves any structural repairs at the time of there-chassis. These terms and conditions must be explicitly stated in the manufacturer's warranty certificate.

The structural warranty proposed complies with the above-stated terms and conditions?  
Yes \_\_\_ No \_\_\_

**1. MODULAR BODY/STRUCTURAL**

Proposed warranty term: 20 years/Unlimited Miles

**2. ELECTRICAL WARRANTY:**

Proposed warranty term: 6 years/72,000 Miles  
year's miles

**3. CONVERSION WARRANTY:**

Proposed warranty term: 2 Years/24,000 Miles  
year's miles

**4. PAINT WARRANTY:**

Proposed warranty term: 4 Years/48,000 Miles  
year's miles

(No paint vendor warranties will be accepted.)

5. For verification of the completed warranty terms stated above the bidder must include printed manufacturer's warranty certificates that meet or exceed the minimum required periods stated above.

Are the manufacturer's warranties included? Yes \_\_\_ No \_\_\_

**D. WARRANTIES**

Warranties shall be transferable for their duration. All warranties shall be from the manufacturer as opposed to a distributor or service center. This is necessary for the protection of the purchaser, and to guarantee a certain known level of service and warranty. If, however, the bidder feels that it is necessary to modify the manufacturer's warranties, then the bidder shall state why this modification is necessary. In addition, the bidder shall provide a full descriptive warranty certificate describing the warranty modification and the fact that it takes specific precedence over the warranty offered by the manufacturer. If no such certificate is provided, then the modified warranty shall be considered invalid and the manufacturer's warranty shall remain in force. If a warranty modification is proposed through either a distributor or service center, then complete satisfactory proof of financial stability for that business covering the past two (2) years shall be submitted with the bid. If the manufacturer states that no party is permitted to modify its warranty, then any warranty modification provided by the bidder, despite being in writing, shall automatically be rejected.

1. The bidder conforms to the above. Yes \_\_\_ No \_\_\_

2. In order to simplify the evaluation process the following questions must be answered.

3. Are the warranties transferable \_\_\_\_\_ Yes \_\_\_ No \_\_\_\_  
If yes explain.

---

4. Has the bidder modified the manufacturer's warranties? Yes No  
If yes explain.

---

---

5. If 'yes' was chosen above, has the bidder included modified warranties? Yes  
No  
If no, explain

---

6. If 'yes' was chosen above, has the bidder included financial statements, for the  
last five (5) years, of the warranty modifier? Yes No  
If no explain.

---

---

Note: Bidders who are found to be unresponsive in this will have their bid rejected

**E. SERVICE AVAILABILITY:**

1. Service will be a major factor in the award of this proposal. Qualifications, experience and convenience will be determining factors in defining acceptable service. A service facility authorized to provide both chassis and conversion warranty service is required. Service facilities that rely on an arrangement of a third party not bound by contract for chassis warranty service is unacceptable. The service facility must certify to be an Authorized Warranty Center of the make and model of the vehicle to maintain a constant source of information from motor company through the Online Automotive Service Information System (OASIS) or equivalent based on the vehicle being proposed.
2. The service facility shall maintain a New Jersey Registered Body Shop License and an onsite body shop repair center with an environmentally protected paint spray booth and custom frame machine to handle repairs of the type proposed. Collision repairs shall not be subcontracted to third party vendors.

3. In addition, a service facility within the radius as described below will be required. The manufacturer shall train personnel performing the service, with emphasis in the area of electrical service.

**F. PICKUP AND DELIVERY SERVICE IS REQUIRED,**

Radius from purchaser: Not more than 75 miles from Lakewood Township.

Facility name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_  
\_\_\_\_\_

**G. DRAWINGS:**

The above-referenced drawings shall be furnished in standard 8.5" x 11". Drawings that are "D" size shall be submitted with the bid package. Drawings not meeting the criteria set forth in the Engineering Support section above will be considered non-responsive and will, therefore, be rejected. Likewise, bids stating that drawings "will be furnished at a later date" will be rejected on the basis of non-compliance.

1. Drawings included with this bid?

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

**H. SAFETY CERTIFICATION:**

The verification of construction techniques used throughout the building process must be furnished by the manufacturer/bidder. The installation methods and construction techniques associated with seatbelt retention, cabinet construction and installation, oxygen cylinder retention and module to chassis mounting systems must be verified through a controlled Hygee sled test that simulates an actual impact condition. This test must be performed, under both side and frontal impact conditions, to a minimum force of 30 G's. All testing must be performed by a testing agency that is independent of the manufacturer.

As proof of this verification process being performed, the bidder must provide the following information (leave blank if this is not a sled test being verified):

Testing Facility Name: \_\_\_\_\_

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

'G' Force Tested To: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
G's

The bidder must perform and certify to dynamic sled or impact testing run on the ambulance body to a load of 30 G's. The body tested shall include normally installed components for each of the following areas of the vehicle. The body structure and installed components shall not show evidence of structural failure or separation from its mounted position as a result of the test. All test results must be witnessed and verified by a Registered Professional Engineer.

Test Required	Date Tested	Force Applied	Signed By
1. Body to Chassis Mounting	_____	_____	_____
2. Access Door Latching	_____	_____	_____
3. Oxygen Cylinder Mount (Main)	_____	_____	_____
4. Oxygen Cylinder Mount (Portable)	_____	_____	_____
5. Attendant Seat Mount	_____	_____	_____
6. Attendant Seat Belt	_____	_____	_____
7. CPR Seat Belt	_____	_____	_____
8. Squad Bench Seat Belt	_____	_____	_____

9. Retention of Main Cabinet Wall \_\_\_\_\_

10. Crash Restraint Wall at Head of Bench \_\_\_\_\_

Certification of Registered Professional Engineer

I attest that I am a Registered Professional Engineer registered in the State of:  
My Registry Number is:

I hereby certify that I and my company, its affiliates and subsidiaries are completely independent of all manufacturers, suppliers, and vendors in the ambulance industry.

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Affix Stamp Above

**I. TESTING (ADDITIONAL):**

Finally, a vendor/manufacturer is desired that has had an ongoing testing program. The testing, as described above, is to have been performed on a body built using the same materials and designs as those currently used by the manufacturer. Furthermore, the testing program must have been conducted on a continuous basis for a period of time not less than five (5) years. Therefore, the bidder is required to answer the following questions and to initial the response to confirm that the question is understood and answered truthfully.

Total sled tests your company has performed:

Date of the last test:

Has this specified body construction method been tested? Yes \_\_\_ No \_\_\_

If not, what body construction method was tested?

Has the testing program been in place for a period of at least ten (10) years?  
Yes No

If the program has not been in place for at least ten (10) years, then how long has the testing program been in place? \_\_\_\_\_

Note: This requirement is in addition to the current minimum KKK and NFPA 1917 requirements. The KKK or NFPA requirements do not suffice as a substitute for this requirement as they do not address impact crash testing. It should also be noted that neither photographs of vehicles involved in accidents nor written observations of accident damage suffice to fulfill this requirement. This requirement will be fulfilled

only when testing verification, signed by an accredited independent engineer, is furnished with the bid. The testing being described takes place in a controlled environment where meaningful data can be collected and used to further the design and safety of the vehicle. Actual accidents present too many variables that hinder the collection of meaningful data. Bidders who submit photographs or written observations, from customers or manufacturers' representatives, should note that such information is considered invalid and will not be a factor in the purchase decision.

Is the bidder certifying sled test compliance and/NFPA 1917 /or Federal KKK compliance?

Sled Testing                      KKK compliance                      NFPA                      Initials:

**J. BODY INTEGRITY VERIFICATION:**

In addition to the testing described in the preceding section the bidder must also ensure the integrity of the patient compartment of the vehicle in the event of an accident by performing dynamic testing to demonstrate compliance to International Standard ECE R29 and SAE Standards SAE J2422 and SAE J2420 applied to the rear of the body. Testing shall involve a Dynamic Preload side impact on a 20 degree fixture at 13,000 foot lbs., a 22,000 roof load and a rear impact at 32,600 foot lbs. Impact shall be provided by a 13,000lb platen cart moving at the speeds prescribed to achieve the necessary impact energy. The impact cart shall include DAS, a propulsion system capable of +/-0.25 mph speed control, remote braking and Ethernet communication in concert with an installed barrier facility.

During the above described testing, two Hybrid III 50th percentile mannequins shall be installed, one in the standard attendant's seat, and one on the squad bench area. Bidder will be required to demonstrate via photos or other evidence as may be approved by this agency that the mannequin restraint systems worked properly and that the mannequins remained in their original positions.

Does the bidder comply with this requirement?                      Yes \_\_\_\_\_                      No \_\_\_\_\_

Full documentation, signed by a professional engineer from the testing laboratory shall be provided with the bid proposal.                      Yes \_\_\_\_\_                      No \_\_\_\_\_

**K. INTERIOR OCCUPANT PROTECTION:**

For the safety of the EMS providers working in the patient area, the vehicle shall be equipped with an interior occupant protection system incorporating an emergency inflatable airbag system at both the attendant and the CPR seat locations. In the event of a vehicle rollover, the bags shall be triggered by an electronic sensor to inflate and protect the occupants against severe head strike typical of such accidents.

The attendant seat location shall be protected by an inflatable head cushion technology

as well as a unique inflatable tubular system to prevent the attendant from impinging into the danger zones of the inhalation area.

The CPR seat location shall be protected by a combination of an inflatable tubular system at the forward side to protect against entry into the inhalation area as well as a system of progressive resistance head protection cushions. The progressive resistance head protection cushions shall incorporate layers of foam of increasing densities. Should a head strike occur, then the increasing density of the cushion as the impact progresses shall lessen the likelihood that the head will reach the cabinet material behind the cushions. It should be noted that standard single density foam cushions will not meet the requirements of this section. The bidder must have performed both actual impact tests as well as computer simulations in order to test the efficacy of this material in reducing head strike intensities to a survivable rate.

All airbag seating locations shall have been tested with a variety of occupant sizes. Those tests shall include Hybrid III fully instrumented test mannequins including 5% child (115 lbs.), 50% female (163 lbs.), and 95% male (195 lbs.). Testing shall have included at least fourteen (14) fully instrumented destructive dynamic roll crashes and an additional six (6) side impact destructive crashes. Roll crash testing shall be performed at 17-19G's while side impacts shall be approximately 27G's.

The vehicle must have been certified as compliant to standards ECE R29, SAE J2420, and SAE J2422. The bidder must show evidence that their service facility is trained and certified to service or to replace the airbags should the need arise. Such certification shall be attached to the proposal (NOEXCEPTIONS).

Each seating position shall include seat belts as follows: Attendant

seat: Four point seat belt.  
CPR seat: Four point seat belt. Ends  
of bench: Four point seat belt. Center of  
bench: Four point seat belt.

Each seat belt shall have been tested to verify its latching capabilities and performance as well as the extent to which it allows movement by the "spooling effect" within the retractor. Those tests shall verify that this spooling effect allows less than three inches (3") of belt travel before latching.

There shall be a barrier constructed at the head of the squad bench that will provide a 16" high restraint which, when working in conjunction with the above three point belt system will assist in securing the occupant in the event of a rollover collision.

#### **L. REFERENCES:**

The proven durability and reliability of this product is of the utmost concern. Each bidder submitting a proposal must furnish references consisting of in-service units of similar chassis make and conversion processes being proposed.

All references shall include owner, address, contact name and phone number, and the model owned. A minimum of three (3) references shall be provided:

1. Owner: \_\_\_\_\_ Address: \_\_\_\_\_

Contact

Phone #: 1- (         ) - \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_

2. . Owner: \_\_\_\_\_ Address: \_\_\_\_\_

Contact

Phone #: 1- (         ) - \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_

3. . Owner: \_\_\_\_\_ Address: \_\_\_\_\_

Contact

Phone #: 1- (         ) - \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_

**M. PAYMENT:**

Payment shall be made on delivery of the purchased item, or upon completion of all work contracted for (whichever occurs later) and performed to the satisfaction of the purchaser.

Does the bidder comply with this requirement? If no, explain:      Yes      No

**N. PRICE AND TAXES:**

All prices quoted shall be for a definite fixed price unless otherwise specified. Prices shall exclude Federal, State, and other taxes to the extent that this purchaser is exempt. All pricing shall be F.O.B. Lakewood, New Jersey

**O. BID FOR NEW EMERGENCY MEDICAL VEHICLE**

All proposals shall be submitted in a hard-bound binder. In order to facilitate evaluation, the binder shall be divided by header into the following minimum sections:

1. Proposal: Bidders proposal showing product bid, model year, price, and delivery date.
2. Specification: Purchasers advertised specifications completed as required.
3. Design: CAD generated drawings of both interior and exterior of the product being proposed.
4. Warranty: Complete written certificates of Modular, Electrical, Paint, and Conversion warranties.

Bidder's proposal meets all of these requirements Yes \_\_\_ No \_\_\_

**CHASSIS, 2013 FORD E-450 SUPER DUTY, 158" CUTAWAY (OR EQUIVALENT):**

The vehicle converter shall supply a 2013 158" WHEELBASE FORD E-450 SERIES SUPER DUTY CUTAWAY CHASSIS. THE CHASSIS SHOULD INCLUDE FORDS AMBULANCE PREP PACKAGE.

Above section bid exactly as written: Yes \_\_\_ No \_\_\_

Section not provided: Yes \_\_\_ No \_\_\_

Bidder is offering an alternative to this section: Yes \_\_\_ No \_\_\_

**WARRANTY:**

The chassis manufacturer's standard vehicle warranty policies shall apply.

Above section bid exactly as written: Yes \_\_\_ No \_\_\_

Section not provided: Yes \_\_\_ No \_\_\_

Bidder is offering an alternative to this section: Yes \_\_\_ No \_\_\_

**CHASSIS SPECIAL INSTRUCTION**

CHASSIS SHALL HAVE THE REMAINDER OF THE STANDARD

**WARRANTIES WITH A FORD PREMIUM CARE WARRANTY FOR 5 YEARS OR 75,000 MILES (OR EQUIVALENT):**

Above section bid exactly as written: Yes \_\_\_ No \_\_\_

Section not provided: Yes \_\_\_ No \_\_\_

Bidder is offering an alternative to this section: Yes \_\_\_ No \_\_\_

**P. CHASSIS HARDWARE AND ACCESSORIES:**

The items to follow represent chassis modifications, hardware, and accessories that are required. Failure to provide these features will be cause for rejection of the bidder's proposal as being non-responsive.

- 1) STAINLESS STEEL WHEEL COVERS
- 2) MUD FLAPS, REAR:
- 3) DOCK BUMPERS, REAR:
- 4) DIAMOND PLATE RUNNING BOARDS:
- 5) BATTERIES:
- 6) REVERSE ALARM:

**Q. DESIGN**

The following section describes the required body design, manufacturing process, and materials. Adherence to this section is of extreme importance to this purchaser due to space requirements and safety concerns. The bidder must meet this section as closely as possible without utilizing experimental or prototype designs in order to be considered for bid award.

**1. MINIMUM BODY DIMENSIONS:**

The completed vehicle shall have the following minimum dimensions

(Exterior)-Height: 89"

- Width: 96.25"

-Length: 169"

(Interior)

-Height 72"

-Aisle 50"

Length: 165" (153" in patient area)

Overall Dimensions (including Chassis, Module and Step):

-Height: 112" (to top of vent)

-Width: 100"

-Length: 268.5"

**2. PAYLOAD REQUIREMENTS:**

The vehicle payload shall meet or exceed that called for in the current KKK-A-1822 specification or NFPA 1917 standard. The vehicle manufacturer shall, upon notice by this purchaser, provide a written statement from an independent engineer that the model being offered has met this set of criteria. Before delivery of the completed unit the manufacturer shall weigh the vehicle. A written statement of those weights shall be affixed to the inside of the street side front #1 compartment door. This purchaser reserves the right to have the finished vehicle weighed independently upon delivery. If it is found that the written statement of weight provided by the manufacturer is inaccurate beyond what may be reasonably explained as a slight difference in the calibration of the scales, then the vehicle will be rejected. It should be noted that this purchaser, while interested in attaining the greatest possible payload, is unwilling to compromise on the structural requirements of a strong, durable, and safe body. All bidders must understand these factors supersede concern over payload, and that the lightest body (greatest payload) will not necessarily be deemed sufficient to meet the stringent quality and safety requirements set forth herein.

### **3. MODULE BODY CONSTRUCTION AND WARRANTY:**

The module body shall be constructed per the following detailed specifications. Generally speaking the body shall be of all-aluminum construction. The choice of materials and the design shall allow the manufacturer to warrant the materials and workmanship of the module body for a period of thirty (30) years as set forth in the warranty section of this specification. The manufacturer's structural warranty shall specifically cover:

- The continued and correct alignment of both compartment and accessdoors.
- Seam or joint separation in door construction.
- Aluminum interior cabinetry.

### **4. FLOOR CONSTRUCTION:**

To prevent buckling, sagging, oil canning or any other structural breakdown of the flooring system, a detailed description of the required construction process should be provided.

### **5. STRUCTURAL INTEGRITY VERIFICATION:**

Structural integrity, as stated elsewhere in this specification, is of extreme importance to this purchaser. As such, it is required that the manufacturer maintain a program of simulated crash tests. The manufacturer's Hygee sled testing program must be current and have been maintained on a continuous basis for a period of time not less than five (5) years.

### **6. CAB EXTENSION:**

This purchaser requires that a 12n cab extension be built into the front of the module body.

## 7. PATIENT AREA DOOR OPENINGS:

### a) REAR DOORS:

Two (2) doors shall be provided at the rear of the module body. The overall opening of the access to be a minimum of 54.3" in height x 46.75" in width. Both inside and outside door handles shall be installed on each rear door. Left rear doors that can only be activated from the inside are not acceptable. These doors are to incorporate emergency release levers as described above.

### b) SIDE DOOR:

One (1) side door shall be provided on the curb side of the module body. The opening shall have minimum overall dimensions of 71.111 in height x 30" in width.

## 8. STREETSIDE FRONT COMPARTMENT (#1 & 1A):

The compartment described above shall feature the following minimum dimensions:

Streetside U

Clear Door Opening: Actual  
Dimension:

*16.2'wide x 57.1'high*  
20.8" wide x 60.1" high x 20.3" deep

This compartment shall be accessed through a single hinged door meeting the standards for door construction, hinging, and latching outlined within this specification. The compartment shall house the vehicle's primary O2 cylinder and shall be vented to the outside in such a way as to prevent moisture from entering the compartment

Streetside #1A Clear Door  
Opening: Actual Dimension:

16.2" wide x 19.1" high  
20.8" wide x 22.1" high x 20.3" deep

This compartment shall be accessed through a single hinged door meeting the standards for door construction, hinging, and latching outlined within this specification. The compartment shall house the vehicle's primary electrical system and shall be vented to the outside in such a way as to prevent moisture from entering the compartment.

## 9. SWEEP OUT COMPARTMENT FLOOR:

The floor of the compartment(s), shall be flush with the door frame so as to provide a sweep-out style compartment bottom. There shall be no lip at the forward edge of the compartment bottom, or any other obstruction, that may hinder the purchaser's ability to sweep the compartment free of dirt and/or debris.

### a) STREETSIDE INTERMEDIATE COMPARTMENT (#2) w/ SHELVING FOR DOUBLE-DOOR EXTERIOR COMPARTMENT:

The compartment described above shall feature the following minimum dimensions:

Clear Door Opening:	39.2 <sup>11</sup> wide x 38.3 <sup>11</sup> high
Actual Dimension:	42.8' wide x 41.5" high x 20.3' deep

**10. EXPANDED METAL CAGE:**

The manufacturer shall provide an expanded metal cage around the installed electrical equipment

**11. STREETSIDE REAR COMPARTMENT w/ SHELVING FOR DOUBLE-DOOR EXTERIOR COMPARTMENT:**

The compartment described above shall feature the following minimum dimensions:

Clear Door Opening:	32.0" wide x 38.3" high
Actual Dimension:	37.4" wide x 41.5" high x 20.3n deep

This compartment shall be accessed through double hinged doors meeting the standards for door construction, hinging, and latching outlined within this specification. This compartment shall be utilized for storage of items as required by this purchaser.

**12. STREETSIDE REAR COMPARTMENT (#4) w/SHELVING FOR DOUBLE-DOOR EXTERIOR COMPARTMENT:**

The compartment described above shall feature the following minimum dimensions:

Clear Door Opening:	32.0" wide x 38.3" high
Actual Dimension:	37.4" wide x 41.5" high x 20.3n deep

This compartment shall be accessed through double hinged doors meeting the standards for door construction, hinging, and latching outlined within this specification. This compartment shall be utilized for storage of miscellaneous items as required by this purchaser. A 16" vertical divider shall be installed. The divider shall be non-adjustable and shall be fabricated from the samematerial used in the construction of the compartment in which it is to be installed.

**13. SHELVING FOR VERTICAL EXTERIOR COMPARTMENT:**

A shelf shall be installed right side of divider for inside outside access bottom shelf to be located 43" from floor of compartment. All shelving is to include a 2" integral lip to prevent equipment from sliding off of the shelf. The compartment

light shall meet the lighting criteria as described elsewhere within this specification.

#### **14. STAIR CHAIR POCKET:**

A pocket that is 40" high x 10" wide x 1.211 deep shall be recessed into the inner compartment door panel. The pocket shall be installed as close to the bottom and hinged side of door as possible unless otherwise specified. Hinged side of inner door panel stair chair pocket to be approximately 9" wide

#### **15. CURBSIDE FRONT COMPARTMENTS:**

##### **COMPARTMENT #1:**

Clear Door Opening:

Actual Dimension:

16.1" wide X 61.011 high  
21.3' wide x 61.0' high x 28.5' deep

This compartment shall be accessed through a single hinged door meeting the standards for door construction, hinging, and latching outlined within this specification. This compartment shall also be accessible from the vehicle interior front wall area. The compartment shall include two strips of LED lights, one to either side of the compartment door, to provide lighting inside the compartment.

##### **COMPARTMENT #2:**

The compartment described above shall feature the following minimum dimensions:

Clear Door Opening: Actual  
Dimension:

16.1" wide x 12.6" high  
21.3" wide x 12.6" high x 20.3" deep

This compartment shall be accessed through a single hinged door meeting the standards for door construction, hinging, and latching outlined within this specification.

#### **KKK-A-1822 CERTIFICATION LABEL:**

The vehicle shall have weight/payload, electrical load, and the current KKK-A-1822 certification stickers installed in the 02 compartment.

Failure to provide these certification labels will be cause for rejection of the completed vehicle. Labels that are found to be falsified will also be cause for rejection of the completed vehicle. The purchaser reserves the right to request documentation showing that all required testing has been completed at the time of the bid opening. Failure to provide this documentation, if requested, will result in the bid being rejected without

further consideration.

**16. 3" DROP SKIRT DESIGN:**

The curbside skirt, forward of the rear wheel well shall be dropped three inches.

**17. STREETSIDE WHEEL WELL COMPARTMENT/PULL OUT DRAWER:**

A diamond plate compartment shall be constructed above the street side wheelhouse.

**18. MODULE BODY HARDWARE:**

The following section lists hardware items that are to be installed on the vehicle body.

- a) Electronic privacy windows, doors
- b) Body mounts. A mounting system that provides a stable and durable attachment of the module body to the chassis frame. The mounting system must have been subjected to a documented Hygee dynamic frontal impact test of at least 30 G's to verify the integrity of the mounting system in the event of a serious accidents. No exceptions to this requirement are permissible.
- c) Splash shields:  
Stainless steel splash shields are to be installed on the lower front face of the module body just after the cab access doors.
- d) Stainless Steel Fenders
- e) Rub Rails
- f) Stainless Steel Compartment sill plates
- g) Rear Access Door hold-Open devices
- h) Electric Locks, Compartment Doors
- i) Electric Locks, Access Door
- j) Concealed Door Lock Switch
- k) Door Locks wired through OEM Switches
- l) Recessed License Plate Bracket
- m) Rubber Matting in Exterior Compartments
- n) Mateflex in Exterior compartments
- o) Rubber Covered Walls in Backboard compartment
- p) Chassis Paint Color- White

Body Pain Color The final paint application to the vehicle body shall be made with Sikkens Autocryl acrylic urethane paint.

- q) Vehicle Stripping: A special paint stripe shall be applied per the paint process description above. The stripe design shall match the photographs, diagrams,

and/or drawings as provided by the purchaser as may be required. The successful bidder shall provide, prior to any paint application, CAD drawings that depict the required stripe as it will appear on the finished vehicle. The paint color and number shall be as follows:

Stripe #: Unit to have the township of Lakewood EMS paint scheme complete

Paint Color: To be determined. Shall match existing units.

Paint Number: To be determined. Shall match existing units.

- r) Handles for Plexiglas Doors
- s) Latches for hinged doors
- t) Plexiglas color: light Gray tint
- u) Stainless Inhalation Panel
- v) Inhalation Panel Closeout for access to O2
- w) Solid Surface Countertop
- x) Interior Color Scheme

The patient area interior shall feature the materials and colors listed below.

FLOOR: LonPlate # 163 Black  
RISER: Stainless Steel  
WALL: CGTech Metallic Silver  
CABINET: Fashion Gray Paint  
UPHOLSTERY: BOLTA FLEX Black  
SIERRA#10003029

- y) Carbon Fiber for interior patient area door panels, the inhalation panel, and the front console faceplate. Color: Black High Gloss
- z) Risers- Stainless Steel Street side and Curbside

The following shall be included. Please note on the Exception sheet any detail which cannot be met:

- 1) Attendant seat
- 2) Seat belts
- 3) Aluminum Interior cabinet with Warranty
- 4) Cabinet behind attendant seat
- 5) Interior Occupant Protection – air bag system in patient compartment area.
- 6) CPR Seat and head Protection padded
- 7) Testing of all airbags
- 8) Certifications of compliant to standards ECE R29, SAE J2420 and SAE J222
- 9) Street Side Cabinet Wall constructed from aluminum
- 10) Adjustable vertical dividers within cabinets.
- 11) Restocking Cabinet Frames with top hinged for easy restocking.
- 12) Squad bench seat with storage area, restraints, and head cushion
- 13) Sharps/Waste Disposal
- 14) Optional Bench Ceiling Cabinet
- 15) Inside/Outside Access cabinet

- 16) Front Wall Cabinet- by side access door
- 17) Glove Store in the patient compartment
- 18) Walk through Partition Door between cab and patient compartment
- 19) Cross over Cabinet by the walk through front.
- 20) IV Hooks and hangers
- 21) Anti-Microbial Bench Ceiling & Coated Cot Ceiling Grab Rail.
- 22) Vertical Anti-Slip/anti-microbial Grab Rail
- 23) Ceiling constructed of Alcopla aluminum Composite material
- 24) Fire Extinguisher
- 25) Patient Area Radio Speakers
- 26) Stryker MX Pro Cot mounting system
- 27) Rear Light Bar and mount prefer Whelen TAZ 86 above rear doors
- 28) Electrical Emergency visual warning lights
- 29) Flashing Sequence for LED Lighting, SW wire individually in field programmable options
- 30) Headlight Flashers
- 31) LED Warning lights on compartment doors
- 32) LED Warning Lights on Access Doors
- 33) LED Warning Lights on Rear on body
- 34) LED Lighting as follows: Whelen M9 Series
  - a) Rear Face of Module, upper outboard to act as warning and brake
  - b) Front face of module, outboard of center Whelen pioneer spot
  - c) Rear face of Module, inboard of outer corners (red lights on outboard)
  - d) Front Face, Streetside, curbside, rear face of Module
- 35) LED Lighting as Follows: Whelen M7 Series
  - a) Front intersection
  - b) Rear wheel wells
- 36) LED Lighting as Follows: Whelen M6 Series
  - a) Center above rear module entry doors
- 37) Light Cut off Switch on control panel
- 38) Audible Emergency Warning Systems:
  - a) Air horns
  - b) Whelen Howler Siren
- 39) Siren Speakers on outboard end of chassis bumper
- 40) Speaker Federal Dynamax installed Warble/whoop undercover
- 41) Side body running Lights- Whelen M6 Series
- 42) Fog Lights
- 43) Exterior Compartment Lighting- LED Lighting Strips
- 44) ICC LED marker Lights
- 45) Running Board lights, Whelen Par 16 LED
- 46) LED Lighted Rub Rails on chassis
- 47) Scene Light- Whelen M9 series
- 48) LED Docking Lights lower rear sides of body
- 49) Amber Arrow light

- 50) Tail Light Whelen M6 Series
- 51) LED floor Lighting, base of street side panel
- 52) Converter added for electrical system, under current KKK ambulance design
- 53) Variable Throttle Advance
- 54) Automatic Load management, with continued monitoring of charging system
- 55) Cab Control Switching and Digital Display
- 56) Patient Care Control Switches and Display
- 57) Central Electrical Distribution center with monitoring capabilities
- 58) Multiplexed Electrical Communications system
- 59) Central Processing unit Function which is fully programmable
- 60) Sequences Start circuit Activation- preventing heavy load burden on alternator and charging system.
- 61) Module disconnect default to "on" when battery not activated.
- 62) Second Rear Control Panel in patient compartment area.
- 63) Master Battery Switch by driver
- 64) Inverter Installation with 20-1050TUL-DC with 20 AMP Power
- 65) 110V Interior Outlet wall over bench
- 66) 12V Outlet by front wall cabinet
- 67) Shoreline, auto ejected
- 68) Module disconnect timer- shut down system after 5 minutes
- 69) Digital clock optional
- 70) Cab ceiling lights with red/white LED
- 80) Dome Light over cot, bench, above walk through, & step well.
- 81) Interior LED Cabinet lighting, main wall cabinets & bench cabinet
- 82) Auxiliary Patient Area Light control with switch on front control switch on panel
- 83) Hand held spot light
- 84) Security Idle System
- 85) Brake, turn signals, interior lights
- 86) Heating and Air conditioning.
- 87) 12 V Heat/AC system with Heat 65,000BTU, A/c with 32,000BTU
- 88) Ultraviolet Lamp in A/C system Duct for patient area reduce bacteria
- 89) Side mounted power vent for patient compartment
- 90) CO monitor
- 91) Cab Console and communications with (3)RG 58 U Antenna Coax
- 92) Front Console for Radio's and storage compartments with understanding of transferring old unit to new unit
- 93) Rear switch for Oxygen and Suction with labels to identify
- 94) Oxygen bottle Mount adjustable to M or H size tanks
- 95) Oxygen Cylinder bracket shall be installed in main O2 compartment with access to O2 compartment from inside.
- 96) 2- Oxygen outlets in patient compartment
- 97) Spare "d" bottle Storage with brackets provided in patient compartment area.
- 98) SSCOR Aspiration suction system or equivalent with Vacuum pump.
- 99) Lettering design to be supplied and installed by bidder.  
Lettering and design to match current Lakewood EMS Units.

100) Bid Drawings to be included.

**LESS TRADE-IN OF A 2009 FORD E450 ROAD RESCUE TYPE  
III AMBULANCE WITH 151,000 MILES**

**Bid Proposal Sheet**

**Purchase and Delivery  
of**

**TYPE III CLASS 1 EMERGENCY MEDICAL VEHICLE**

In accordance with the bid specifications the undersigned agrees to provide the following:

Cost for:

**TYPE III CLASS 1 EMERGENCY MEDICAL VEHICLE**

\$ \_\_\_\_\_  
**(Complete Package as Specified minus Trade-in**

By signing below the bidder hereby certifies that 1) he has carefully examined the Bidders Information and Specifications and agrees that all requirements within these specifications shall be provided as written except as indicated on the Exceptions to Specification Sheet; 2) he is authorized to act on behalf of the corporation in responding to requests for submissions of bids and proposals and agrees to provide said services/goods for the prices listed above;

Company: \_\_\_\_\_ License Number \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_