

BID SPECIFICATIONS

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

**BID OPENING DATE: February 10, 2016
TIME: 10:00 A.M.**

**TOWNSHIP OF STILLWATER
SUSSEX COUNTY
NEW JERSEY**

**MAYOR
Timmy Fisher**

**TOWNSHIP COMMITTEE MEMBERS
Lisa Chammings
Timmy Fisher
Charles Gross
William Morrison
George Scott**

**MUNICIPAL CLERK
Lynda Knott**

TOWNSHIP OF STILLWATER

NOTICE TO BIDDERS

NOTICE is hereby given that separate sealed bids will be received by the Municipal Clerk of the Township of Stillwater, Sussex County, New Jersey, at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, New Jersey 07860, on **January ____, 2016**, at 10:00 a.m. prevailing time, bids will be opened and publicly read at this time. Bids are sought for the following items:

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

Specifications and bid forms may be obtained by any interested bidder at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, New Jersey 07860, in the office of the Stillwater Municipal Clerk, during normal business hours. Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Municipal Clerk, Township of Stillwater, 964 Stillwater Road, Newton, New Jersey 07860, to be accompanied by a certified check, cashier's check, or bid bond made payable without condition to the Township of Stillwater in an amount of 10% of the bid, but not to exceed \$20,000 (N.J.S.A. 40A:11-21). The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDERS.

The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), the law against discrimination (Affirmative Action).

Lynda Knott, Municipal Clerk
TOWNSHIP OF STILLWATER
Stillwater Township Municipal Building
964 Stillwater Road
Newton, NJ 07860

INFORMATION FOR BIDDERS

ONE 2016 MODEL YEAR MACK GRANITE CHASSIS FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL TANK AND ASSOCIATED EQUIPMENT

1. INTENT OF SPECIFICATIONS

It is the intent of these specifications to establish standard bidding criteria essential for the purchase of a 2016 Model Year Mack Granite Chassis Fire Truck Tanker with 3,000 Gallon Elliptical Tank and Associated Equipment. The truck and equipment are more particularly described in Exhibit A - Specifications attached hereto.

The bid price shall be the complete price for the fire truck, as described in Exhibit A including a \$10,000 allowance for truck lettering and striping as directed by the Township of Stillwater. All references hereinafter to the "Truck" or "Fire Apparatus" shall be for the truck described above.

2. QUALITY AND WORKMANSHIP

The design of the Fire Apparatus must embody the latest approved automotive engineering practices. The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: accessibility of the various units which require periodic maintenance operations, ease of operation, and symmetrical proportions.

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed conditions under traditional Road Department use.

3. GENERAL CONDITIONS OF BID

- A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure, may be rejected as informal.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "FIRE APPARATUS BID".
- D. Bids shall be addressed to:

Lynda Knott, Municipal Clerk
TOWNSHIP OF STILLWATER
Stillwater Township Municipal Building
964 Stillwater Road
Newton, New Jersey 07860

- E. All mailed bids shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt.
- F. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Municipal Clerk at the above address.
- G. Bids will be received no later than 10:00 a.m. on January ____, 2016, at which time all received bids will be publicly opened and read at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, New Jersey 07860.
- H. Bidder assumes responsibility for having the bid in the hands of Stillwater Township on time whether the bid is mailed or hand delivered by courier.
- I. Addenda, if any, issued before opening of bids, shall be taken into account and included in any proposal.
- J. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in writing. If reply is made, it will be communicated to all bidders who have indicated their intention to bid.
- K. All requests pertaining to the above must be brought to the attention of Stillwater Township not later than ten (10) days prior to the opening of the bids.
- L. The specifications attached as Exhibit "A" describe the Fire Apparatus suitable for use by Stillwater Township. These specifications are intended to provide a common standard to which all parties may bid.
- M. If the bidder is not going to furnish the item exactly as described, all deviations, even if bidder believes the deviation exceeds what is described, must be listed for each deviation taken, the bidder must include a detailed technical description of what will be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- N. It is the intent to purchase proven equipment. A prototype will not be accepted. Every bidder will be required to demonstrate a vehicle of the requested construction and configuration within 72 hours of request by Stillwater Township. Failure to do so will result in rejection of the vehicle as a prototype unit.
- O. All bids must be completed on the enclosed form. No other forms or specifications are to be used. By rejecting any bids not so submitted, the buyer will insure that all bidders are bidding on the same standard so a fair evaluation can take place.
- P. The price quoted shall be the price at the time the vehicle is delivered to the Township of Stillwater.

- Q. All items furnished shall conform with the applicable specifications included in the bid documents.
- R. Within sixty (60) days of the opening of bids, the Stillwater Township Committee will award the contract to the lowest responsible bidder, or reject all bids received. If additional time is required beyond sixty days, the Township of Stillwater must request permission to do so from the three apparent lowest responsible bidders for an additional period of time to be agreed upon by the Township of Stillwater and the bidders.
- S. The Township of Stillwater will provide for the execution of the contract within twenty-one (21) days of the award of contract.
- T. The Township of Stillwater is exempt from any State Sales Tax or Federal Excise Tax.
- U. Payments will be made upon the approval of vouchers submitted by the successful bidder(s) in accordance with the requirements of the Township of Stillwater and subject to the Township's customary procedures.
- V. As stated on the sheet provided, General Bid Conditions must be met satisfactorily.
- W. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured articles, materials, and supplies not so indicated, have been made or produced in the United States.
- X. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- Y. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be employed.
- Z. All bonding requirements as set forth in Section VIII below must be strictly adhered to. This includes the bid surety and performance bond requirements in that section.

4. **REJECTION OF BIDS**

Stillwater Township reserves the right to reject any and all bids submitted. Stillwater Township also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

Stillwater Township retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. Stillwater Township additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of Stillwater Township. Each bidder agrees to accept the decision of Stillwater Township as final without recourse or prejudice.

Each bid submitted must contain a non-collusion statement, signed by an authorized person on behalf of the bidder. All exceptions and/or deviations to these specifications shall be listed on the form provided.

5. **AWARD OF CONTRACT**

- A. Competency and responsibility of bidder, including ability to complete delivery of the Fire Apparatus within the time represented by bidder, will be considered in making the award. Stillwater Township reserves the right to reject any or all bids and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will be considered, except as specifically permitted by law.
- B. Before awarding a contract, Stillwater Township may require the apparent low bidder to qualify itself as a responsible bidder by furnishing:
 - (a) A listing of not less than ten (10) similar vehicles sold by bidder to entities in New Jersey.
 - (b) The number of regular employees of the organization and length of time organization has been in business under the present name.

Should Stillwater Township determine the apparent low bidder is not the lowest responsible bidder, the apparent low bidder will be notified and its bid security shall be returned without prejudice.

6. **VERIFICATION AND CERTIFICATION INFORMATION**

Bidder shall be or must provide a New Jersey licensed dealer located in New Jersey to perform all repair and warranty work on the Fire Apparatus. This will assure Stillwater Township full protection under the laws governing the sale and service of vehicle within Stillwater's state.

7. PAYMENT

Stillwater Township will pay the bidder for the Fire Apparatus sixty (60) days after delivery of the vehicle(s). Delivery should be within fourteen (14) days after the satisfactory completion (if requested) of all tests specified in the contract documents.

Payment to be made in accordance with the Township of Stillwater's requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Stillwater for payment.

Bidder shall submit any alternative payment plan in which there shall be a savings to the Township of Stillwater. This alternative plan may take precedence over the payment schedule as described within upon written approval by the Township of Stillwater.

8. BONDING

Surety in the form of a bid bond, certified check, or cashier's check in the amount of ten percent (10%) of the total bid, but not in excess of \$20,000, is required.

All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days after signing of the contract, the bid security of remaining unsuccessful bidders shall be returned to them.

A performance bond or guarantee must be provided by the lowest responsible bidder. The bidder must submit a certificate from a surety company (CONSENT OF SURETY) stating that the surety company will provide the bidder with a performance bond if the bid proposal is accepted.

Failure to submit this certificate from a surety company with the bid proposal shall cause the bid proposal to be rejected.

The surety company must be authorized to transact business in the State of New Jersey and must be satisfactory to the Township of Stillwater.

The certificate (CONSENT OF SURETY) must be drawn to the Township of Stillwater in an amount equal to 100% of the proposal amount.

The certificate (CONSENT OF SURETY) shall be obtained for a bond -

- A. For the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders and/or the bid specifications, relating to the performance of the contract or agreement, and
- B. For a guarantee bond for the faithful performance of the contract provisions relating to the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good serviceable condition during

the term of the bond as provided for in the notice to bidders or in the specifications, and/or

- C. In such other form as may be provided in the notice to bidders or in the specifications.
- D. Forfeiture: If the Township notifies a bidder that they accept his proposal and the bidder failed to sign the contract or comply with any of the terms of the bid specifications and bidder's proposal, owner reserves the right to award the contract to the next lowest responsible bidder or re-advertise for bids. The defaulting bidder shall pay to the owner the difference between the amount of his bid and any higher amount for which the owner may contract for the required work plus and re-advertising costs incurred, consultants' fees, legal fees or other expenses occurred by reason of the default. The bid security of the defaulting bidder shall be applied on the account of the damages. If the amount of the difference between the defaulting bidder's bid and the actual bid awarded, plus expenses exceeds the amount of the bid security to recovery, the defaulting bidder shall pay the Township the full amount of the excess.

9. DELIVERY

The maximum delivery date for the Fire Apparatus shall be no more than 300 days from the date of the execution of the Contract. All bidders shall state the guaranteed maximum delivery date of the vehicle, with all equipment attached. The time of delivery will be a major consideration; therefore preference may be given on the basis of delivery.

The Fire Apparatus, to insure proper break-in of all components while still under warranty, shall be delivered under its own power; rail or Fire Apparatus freight is not acceptable.

At the Township's request, a qualified delivery agent representing the contractor shall deliver the Fire Apparatus and be available to the Township of Stillwater to instruct the Township of Stillwater personnel in the proper operation, care and maintenance of the equipment delivered.

10. DEMONSTRATION

The Township may require demonstration of a similar vehicle and/or equipment of the type for which the bid is submitted within 20 days after the date set for receipt of the bid.

11. INFORMATION REQUIRED

The manufacturer must supply at time of delivery: The complete Operation and Maintenance Manual in CD format, covering the completed Fire Apparatus as delivered.

12. PERFORMANCE TESTS AND REQUIREMENTS

Upon delivery to Stillwater Township a road test will be conducted with the Fire Apparatus fully loaded and a continuous run of twenty five (25) miles or more will be made under all driving conditions, during which time the vehicle shall show no loss of power or overheating.

13. ABILITY TO PROVIDE SERVICE

Equally important as properly designed and constructed Fire Apparatus is the ability to obtain repairs and maintenance promptly in order to keep the vehicle in service. Below are listed the minimum requirements with which the bidder or their representative for the geographical area for the bid must comply:

- A. Bidder or representative must be the authorized warranty service outlet for the chassis and Fire Apparatus being bid.
- B. Seller must demonstrate the ability to provide "on location" service for minor repairs and electrical problems.
- C. Bidder or representative shall provide a fixed service base within one hundred (100) miles of the Stillwater Township Municipal Building.

This facility must provide heated, protected, indoor storage for the Fire Apparatus while service is being performed.
- D. Bidder or representative shall have at its disposal a mobile service vehicle with service and maintenance supplies and tools to perform normal maintenance and field repairs at the Stillwater Fire Department building.
- E. The service base shall employ on a full time basis a minimum of four (4) mechanics who are factory trained in the service and repair of the Fire Apparatus.
- F. Bidder or Representative shall through its own facilities be capable of providing all maintenance and service required on the Fire Apparatus being bid within a 100 mile radius of the Stillwater Municipal Building and in no case shall it be necessary for Stillwater Township to return the Fire Apparatus to the manufacturing facility in order to obtain service and repairs.
- G. Bidder or Representative shall respond to all "out of service" service calls within 24 hours of notification by Stillwater.

14. **WARRANTY**

The Township of Stillwater shall receive from the Bidder all applicable manufacturer's warranties for the Fire Apparatus and each component separately warranted by any additional manufacturer.

15. **USE OF BRAND NAMES**

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to Stillwater Township is furnished establishing such equivalency.

CHECKLIST

The bidder shall submit, with the Bid Form, the following items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Form as required herein. THIS CHECK LIST MUST BE COMPLETED AND INITIALED TO MAKE THIS BID PACKAGE VALID!

	<u>Page</u>
<input type="checkbox"/> Bid Form	11
<input type="checkbox"/> Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents.....	13
<input type="checkbox"/> Disclosure Statement	14
<input type="checkbox"/> Statement of Compliance.....	15
<input type="checkbox"/> Certification.....	16
<input type="checkbox"/> Statement of Ownership.....	17
<input type="checkbox"/> Exceptions to Specifications	18
<input type="checkbox"/> Non-Collusion Affidavit.....	19
<input type="checkbox"/> Stockholders Statement.....	20
<input type="checkbox"/> Bid Guarantee Statement & Bid Deposit	21
<input type="checkbox"/> No Bid Response Form.....	22
<input type="checkbox"/> Affirmative Action Instructions.....	23
<input type="checkbox"/> Affirmative Action Questionnaire and Affidavit.....	25
<input type="checkbox"/> Consent of Surety.....	27
<input type="checkbox"/> References	29
<input type="checkbox"/> Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company).....	30

<input type="checkbox"/> Warranty Information	
<input type="checkbox"/> Financial Responsibility Form	34
<input type="checkbox"/> Bidder Qualification Statement.....	35
<input type="checkbox"/> Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders	36
<input type="checkbox"/> Iran Disclosure of Investments.....	37
<input type="checkbox"/> Proposed Contract	38
<input type="checkbox"/> Specifications (Exhibit "A")	42

Print Name

Signature

If Corporation, Limited Liability Company or Partnership, State Title

BID FORM

TOWNSHIP OF STILLWATER

Township of Stillwater
964 Stillwater Road
Newton, NJ 07860

Gentlemen:

Bid of: _____

Address: _____

FOR THE FURNISHING AND DELIVERING OF:

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members of the Township of Stillwater, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary materials specified and in the manner and time prescribed and understand that the quantities of material as shown herein are approximate only, and are subject to increase or decrease, and further understand that all quantities of material, whether increased or decreased, are to be furnished at the following price:

Year of Truck: _____

Make of Truck: _____

Model of Truck: _____

Truck--total delivered to location, including all applicable charges.

Price in Words: _____

Price in Numbers: \$ _____

**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES,
REVISIONS OR ADDENDA TO THE ADVERTISEMENT OR BID
DOCUMENTS**

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. _____

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

Name of Bidder

Signature

Name & Title

Dated: _____, 2016

DISCLOSURE STATEMENT

The undersigned is: _____ An Individual
 _____ A Partnership
 _____ A Corporation
 _____ A Limited Liability Company

Under the laws of the State of:

Having its principal office at:

By: _____
(Signature of Individual, Partner
or Officer Signing the Proposal.)

Title:

(Affix Seal Here)
(Required if bidder is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the Corporation with the address of each, as appropriate. Additionally, if the organization is a Limited Liability Company, give the names of the members of the L.L.C. and their addresses:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

STATEMENT OF COMPLIANCE

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.

2. All information, as required, has been included in the proposal. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal".

BIDDER: _____

Date: _____

Notary Seal

_____, Notary Public

CERTIFICATION

I/we hereby certify that I/we have read the General Specification and have become familiar with all the contents thereof, and that the bid of:

_____ (Bidder's Name)

attached hereto, is submitted in strict accordance with said conditions, instructions and specifications, being aware that said instructions are binding and become a part of this bid.

Name of Bidder

By: _____
Signature of Authorized Agent

Dated: _____

STATEMENT OF OWNERSHIP

Bidder shall state the names and addresses of all person's owning ten percent (10%) or greater interest therein in the proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER

EXCEPTIONS TO SPECIFICATIONS

Any exceptions to the specifications provided shall be stated below:

Attach additional sheets if necessary.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss.:

COUNTY OF SUSSEX)

I, _____, of _____ 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 _____, the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; the bidder has not, directly or indirectly, entered into any agreements, 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 the Proposal and in the affidavit are true and correct, all made with full knowledge that the Township of Stillwater relies upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for the 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:

(Name of Contractor)

(Title)

Subscribed and sworn to
before me this _____ day
of _____, 2016.

(AFFIX SEAL HERE)

(Affidavit Signature)
(Also type or print name of affiant under signature)

Notary Public of

My Commission Expires on

STOCKHOLDERS STATEMENT

In accordance with N.J.S.A. 52:25-24.2, every corporation and/or partnership submitting a bid, shall prior to the receipt of the bid by the Municipal Clerk, or accompanying the bid, submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership, who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10)% percent or greater interest therein, as the case may be.

If one or more stockholders, or partners, is itself a corporation or partnership, the stockholders holding 10% or more of that corporations' stock, or the individual partners owning ten percent 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner exceeding the 10% ownership criteria established by this notice, shall have been listed. If no stockholder owns more than ten (10%) percent, note by stating "None". The Stockholders form is located in the Contract Document Forms section.

Name of Corporation or Partnership:

Principal place of Business:

List of Stockholders with 10% or more interest:

Name	Address	Percent Ownership
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BID GUARANTEE STATEMENT

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

A guarantee is accompanying this bid in the amount of _____ and is one of the following options:

- 1. Certified Check
- 2. Cashier's Check
- 3. Bid Bond

from a reputable Insurance Company which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project or furnish the performance bond required within the stipulated time, otherwise the guaranty will be returned to the undersigned.

The undersigned is:

- 1. an individual
 - 2. a partnership
 - 3. a corporation
 - 4. a limited liability company;
- (circle one)**

under the laws of the State of _____ having principal offices at:

(authorized signature)

(type or print name)

Position:

Company:

Address:

Dated: _____, 2016

NOTE: ATTACH BID BOND OR CHECK HERE

NO BID RESPONSE FORM

Project Name: **ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

Bid Opening Date:

We are not submitting a bid for the following reason(s):

- Cannot comply with specifications
- Unable to meet delivery
- Cannot comply with terms/conditions: (Please state which ones.)

- Do not sell/manufacture type of items involved
- Not interested at this time
- Other (Please specify)

We do do not want to remain on the mailing list for future bids.

Please make any changes, if necessary:

_____ (Company Name)

_____ (Address)

_____ (Contact Person)

_____ (Telephone Number)

_____ (Fax Number)

PLEASE RETURN TO:

Lynda Knott, Municipal Clerk
TOWNSHIP OF STILLWATER
Stillwater Township Municipal Building
964 Stillwater Road
Newton, New Jersey 07860

AFFIRMATIVE ACTION INSTRUCTIONS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

If awarded a contract, 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.

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

will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to Or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975. c. 127), one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program: or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4:
- C. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Borough prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

() YES () NO

- A. If yes, attach a photostatic copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE

NAME: _____ TITLE: _____

BUSINESS NAME

DATE _____, 2016 TELEPHONE NO.: _____

NOTE: ATTACH COPY OF FORM HERE

AFFIRMATIVE ACTION AFFIDAVIT

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

STATE OF NEW JERSEY}

COUNTY OF _____ } SS:

I, _____, of the Town/City of _____, in the State of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
_____ day of _____, 2016.

Notary Public of New Jersey

REQUIREMENT FOR CONSENT OF SURETY

The Contractor bidding this single overall contract shall furnish to Township of Stillwater Certificates of Surety for a Performance Bond for an amount equal to 100% of the Bid price, and for a Payment Bond for an amount equal to 100% of the Bid price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents.

CONSENT OF SURETY

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by this Contract of Stillwater Township, Sussex County, New Jersey, for **ONE 2016 MODEL YEAR MACK GRANITE CHASSIS FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL TANK AND ASSOCIATED EQUIPMENT.**

WHEREAS the undersigned Surety Company desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the bonds in the forms and amounts required;

NOW THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that this Contract of Stillwater Township, Sussex County, New Jersey, for **ONE 2016 MODEL YEAR MACK GRANITE CHASSIS FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL TANK AND ASSOCIATED EQUIPMENT**, be awarded to the Contractor named below;

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for this Contract, for the faithful performance of the Contract according to its terms and conditions. It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for his Contract, for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of the Contract, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contract Price for this Contract, for the faithful performance of the work required under the Article of the General Conditions entitled "Guarantee" the bond to remain in effect through the end of the Maintenance Period; and

The undersigned surety agrees to execute the bonds as surety and will deliver them to the Township under the Contract as obligee, upon the demand of the Township.

Name and Address of Principal (Contractor):

BID AMOUNT

Amount in Figures

Amount in Words _____ \$ _____

IN WITNESS WHEREOF the Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this _____ day of _____, 2016.

Attest:

Surety Company

_____ By: _____

Note: A corporate acknowledgement of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company.

REFERENCES

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

<u>Name of Owner</u>	<u>Date of Delivery</u>	<u>Contact Name/Phone No.</u>
----------------------	-------------------------	-------------------------------

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

TOWNSHIP OF STILLWATER, NEW JERSEY

CONTRACT FORMS

Applicable form must be signed and returned with bid.

CERTIFICATION OF CONTRACT - CORPORATION

The signature of the corporation attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township of Stillwater and is the contract that takes effect on the date of the below signature.

Dated: _____, 2016
(name of corporation) _____
(signature)

(corporate seal) _____
(type or print name and title)

ATTEST: _____
(address)

(signature) _____
(city/state) (zip code)

_____ (_____) _____
(type or print name/title) (telephone)

The above offer is hereby accepted this _____ day of _____, 2016.

ATTEST: _____ **TOWNSHIP OF STILLWATER**

_____ By:

CERTIFICATION OF CONTRACT - PARTNERSHIP

The signature of the partnership attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Mayor and Committee and is the contract that takes effect on the date of the below signature.

(name of partnership)

Dated: _____

(signature)

(type or print name)

Signed and sealed
in the presence of:

(address)

(name)

(city/state) (zip code)

(_____)
(telephone)

The above offer is hereby accepted this ____ day of _____, 2016.

TOWNSHIP OF STILLWATER

ATTEST:

By:

CERTIFICATION OF CONTRACT - INDIVIDUAL

The below signature of the individual attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Stillwater completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Mayor and Committee and is the contract that takes effect on the date of the below signature.

(name of individual)

Dated: _____

_____ (signature)

(type or print name)

Signed and sealed
in the presence of:

(address)

(name)

(city/state) (zip code)

(_____) (telephone)

The above offer is hereby accepted this ____ day of _____, 2016.

TOWNSHIP OF STILLWATER

ATTEST:

By: _____

CERTIFICATION OF CONTRACT - LIMITED LIABILITY COMPANY

The signature of the limited liability company attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the limited liability company acknowledges the person signing is duly authorized to sign and the bid is a true offer of the bidder and all declarations and statements contained in the bid are true to the best of his knowledge and belief.

The signature of the agent of Stillwater Township completes the acceptance of the bid proposal and offer of contract submitted by the bidder to Stillwater Township Mayor and Committee and is the contract that takes effect on the date of the below signature.

(name of limited liability corporation)

Dated: _____

(signature)

(type or print name)

Signed and sealed
in the presence of:

(address)

(name)

(city/state) (zip code)

(_____)
(telephone)

The above offer is hereby accepted this ____ day of _____, 2016.

TOWNSHIP OF STILLWATER

ATTEST:

By: _____

FINANCIAL RESPONSIBILITY FORM

QUALIFICATION Questionnaire

Financial:

Individual
 Corporation

Partnership
 Limited Liability Company

Location of Main Office:

Brief Statement of your financial condition.

Experience:

Length of Time in Business: _____ years

Number of Employees:

State License Number, if applicable _____ (attach copy(ies))

I am () am not () on the New Jersey Debarred vendor list.

Minority () Small Business () Women Owned ()

BIDDER QUALIFICATION STATEMENT

Name:

Address:

Phone: _____ Fax: _____

Hours of Operation:

Years in Dealership Business:

Miles from Stillwater Township:

Dated: _____

**CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

**ONE 2016 MODEL YEAR MACK GRANITE CHASSIS
FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL
TANK AND ASSOCIATED EQUIPMENT**

STATE OF NEW JERSEY

COUNTY OF _____

I, _____, of the _____ of
_____, in 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 _____, the
bidder making the proposal for the above named project, that I executed the Proposal,
this affidavit and all other bidding documents with full authority to do so, and that the
bidder is not now at the time of submission of this bid included on the State of New
Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____ Date:
Deponent's Name

Deponent's Title

Subscribed and sworn to _____ before

me this _____ day of _____, 2016.

Notary Public of New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project: ONE 2016 MODEL YEAR MACK GRANITE CHASSIS FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL TANK AND ASSOCIATED EQUIPMENT

Bidder: _____

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determine to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN STILLWATER TOWNSHIP, a municipal corporation of the State of New Jersey, with municipal offices located at Stillwater Township Municipal Building, 964 Stillwater Road, Newton, NJ 07860, ("Stillwater")

AND

("Contractor").

WITNESSETH: That Stillwater and the Contractor for the consideration specified below agree as follows:

Article I: Equipment to be Delivered: Contractor covenants and agrees to deliver **ONE 2016 MODEL YEAR MACK GRANITE CHASSIS FIRE TRUCK TANKER WITH 3,000 GALLON ELLIPTICAL TANK AND ASSOCIATED EQUIPMENT** in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by Stillwater and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated January 2016, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Disclosure Statement

Statement of Compliance

Certification

Statement of Ownership

Exceptions to Specifications

Non-Collusion Affidavit

Stockholders Statement
Bid Guarantee Statement & Bid Deposit
No Bid Response Form
Affirmative Action Instructions
Affirmative Action Questionnaire and Affidavit
Consent of Surety
References
Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company)
Financial Responsibility Form
Bidder Qualification Statement
Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders
Iran Disclosure Investment

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by Stillwater. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Delivery Date and Late Delivery: Performance or delivery date is to be the date of completion and delivery to Stillwater which shall be within 300 days from the date the contract is signed by Contractor. In the event the Contractor fails to deliver within the time frame it shall be liable to Stillwater for any and all damages incurred by Stillwater.

Contractor recognizes time is of the essence in this Contract and based upon the knowledge and representation to comply with the requirements, the Contractor agrees it will commence work and provide a conforming Fire Apparatus within 10 days from the date Contract is awarded.

Contractor shall pay a late delivery charge to Stillwater Township in the amount of \$150 per day for each day delivery is not made after the 300 day delivery period expires. Alternatively the Township may deduct the \$150 per day charge from the price of the Fire Apparatus. Contractor acknowledges that this sum is reasonable in light of the costs the Township would incur in order to forego the use of equipment.

Article IV: Payment: Stillwater shall pay Contractor the purchase price of \$_____. Contractor agrees not to seek any additional payments from Stillwater.

Stillwater agrees to pay the Contractor within sixty (60) days after the satisfactory delivery of the Fire Apparatus. Satisfactory delivery shall include inspection and operational testing by Stillwater Township to determine if the equipment is fully functioning in accordance with the bid specifications.

Payments to be made in accordance with Stillwater's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against Stillwater for payment under this Contract.

Article V: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless Stillwater, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which Stillwater or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of Stillwater.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article VI: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Stillwater.

Article VII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State.

Article VIII: Performance and Payment Bond: Contractor upon signing this Contract shall execute a 100% performance and payment bond to Stillwater. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to Stillwater upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by Stillwater, if it defaults. Stillwater's recourse is not limited solely to seeking payment under the bid bond.

Article IX: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by Stillwater. Contractor shall also be responsible

for all reasonable attorney's fees and costs incurred by Stillwater in enforcing the terms of this Contract.

Article X: Warranties: Contractor shall provide all warranties covering the Fire Apparatus supplied by the contractor. Contractor shall obtain directly from any component contractors all warranties which shall run directly and be in favor of Stillwater. The warranties shall be provided at or before delivery of the Fire Apparatus. The warranty periods shall be as are set forth in the Bid Specifications - Exhibit A.

Article XI: Buy American: Stillwater specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XII: Binding Nature of Agreement: This Contract shall be binding upon Stillwater, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

Article XIII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, Stillwater has caused this instrument to be signed by Timmy Fisher, Mayor; Attested by Lynda Knott, Municipal Clerk; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:

STILLWATER TOWNSHIP

Lynda Knott, Municipal Clerk

By: _____
Timmy Fisher, Mayor

Dated: _____, 2016

ATTEST:

(company name)

By: _____

Dated: _____, 2016