

TOWNSHIP OF MULLICA

Request for Proposal for Vehicle Maintenance & Repairs

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that Proposal are being solicited the Township Purchasing Agent/Chief Financial Officer, for the Township of Mullica, County of Atlantic, State of New Jersey, for Vehicle Maintenance and Repairs. Deadline for submission is Wednesday, December 16, 2020 by 10:00 am.

Information may be obtained at the Mullica Township Municipal Building, during regular business hours, 9:00 am to 4:30pm. The request for Proposal available on the Township Website: www.mullicatownship.org

Vendors are required to comply with the requirements of N.J.A.C. 17:27 et seq. A copy of your NJ Business Registration Certificate shall be included with your Proposal, unless you already have on one file with the Township of Mullica.

Kimberly Johnson, RMC

Website Publication date: Monday, November 30, 2020

Instructions To Vendors And Statutory Requirements

I. SUBMISSION OF PROPOSAL

- A. Sealed Proposal must be received by Wednesday, December 16, 2020 by 10:00 am at the Township Municipal Building, 4528 White Horse Pike, Elwood.
- C. The Proposal shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the vendor written on the face of the envelope, and (3) clearly marked with the contract title.
- D. It is the vendor's responsibility to insure Proposal are presented to the owner at the time and at the place designated. Proposal may be hand delivered or mailed; however, the owner disclaims any responsibility for Proposal forwarded by regular or overnight mail. If the Proposal is sent by express mail service, the contract title must also appear on the outside of the express mail envelope.
- E. All prices and amounts must be written in ink or preferably machine-printed. Proposal containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the Proposal must be initialed in ink by the person signing the Proposal.
- G. Each Proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the vendor, and be signed by an authorized representative as follows:
- Proposal 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.
 - Proposal 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.
 - Proposal by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by vendors. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - 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.
 - N.J.S.A. 2C:27-11 provides that a vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Vendor should consult the statutes or legal counsel for further information.

II. INTERPRETATION AND ADDENDA

- A. The vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the owner. The vendor accepts the obligation to become familiar with these specifications.

Questions regarding this request for Proposal may be addressed to: Dawn Stollenwerk, CFO/QPA
Phone: (609) 561-7070 ext 111 or via email: dstollenwerk@mullicatownship.org.

- C. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the vendor on a separate sheet and submitted with the Proposal form. In the absence of any exceptions by the vendor, it will be presumed and required that the goods and services as described in the Proposal specification be provided or performed.
- D. In submitting its Proposal, the vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

F. 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.

III. INSURANCE AND INDEMNIFICATION

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the proper insurance coverage and so designating the Municipality as an "Additional Insured". In the event such required insurance coverage is cancelled, the contractor shall be required to notify the Municipality immediately.

The schedule of insurance and limits of liability for the insurance shall provide coverage for not less than the amounts contained in "A. INSURANCE SCHEDULE" or greater where required by law.

A. INSURANCE SCHEDULE

The "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Municipality":

1. Worker's Compensation Insurance

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

2. General Liability Insurance

General liability insurance shall be provided with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. The Township of Mullica shall be named as "Additional Insured".

3. Automotive Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

Failure by the "Contractor" to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under the contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Municipality's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits of the applicable insurance coverage.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Failure by the "Contractor" to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under the contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Municipality". The "Contractor" shall take no action to cancel or materially change any of the insurance required

under this Contract without the “Municipality’s” prior approval. The maintenance of insurance under this section shall not relieve the “Contractor” of any liability greater than the limits of the applicable insurance coverage.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION & WAIVER OF SUBGROGATION

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney’s fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor’s Contract.

Contractor hereby grants to the Municipality a waiver of any right to subrogation which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Worker’s compensation policy shall be endorsed with a waiver of subrogation in favor of the Municipality for all work performed by the contractor, its employees, agents and subcontractors.

V. PRICING INFORMATION FOR PREPARATION OF PROPOSAL

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item Proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for Proposal. 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 IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Proposal submitted shall have included this cost.
- D. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. 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.

VI. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this Proposal and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this Proposal specification.

- 1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. 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 Proposal or accompanying the Proposal of said corporation or partnership. Vendors 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 included Statement of Ownership shall be completed and attached to the 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. Failure to submit a stockholder disclosure document shall result in rejection of the Proposal.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each vendor (contractor) submit proof of business registration with the Proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 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. Information on the law and its requirements is available by calling (609) 292-9292.

E. 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. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. POLITICAL DISCLOSURE CERTIFICATION

Contractor shall be required to comply with the Township of Mullica Ordinance 9-2011 which establishes limits on political contributions made by individuals or business entities seeking to or perform business with the Township of Mullica. A statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offer or has not made a contribution in violation of Section 2 of the Township Ordinance will be required to be submitted with the Proposal. A copy of the complete ordinance may be viewed on the Township website: www.mullicatownship.org. Proposal submitted without the Political Disclosure Certification form will not be considered.

VII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this Proposal shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base Proposal only, it shall be made to that responsible vendor submitting the lowest base Proposal.
- C. If the award is to be made on the basis of a combination of a base Proposal with selected options, it shall be made to that responsible vendor submitting the lowest net Proposal.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful vendor. Terms of the specifications/Proposal package prevail. Vendor exceptions must be formally accepted by the owner.

VIII. TERMINATION OF CONTRACT

- A. 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 owner 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 owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner 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 owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. 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 owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

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 convey 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 Proposal/contract. Any change shall be approved by the Owner.

G. 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 owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

IX. PAYMENT

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

B. As per N.J.S.A. 2A:30A-2a, the Township of Mullica operates under the "alternative procedure", therefore the following provisions apply:

The 20th calendar day deadline of the default procedure to approve and certify, or decide to withhold full or partial payment is deferred until the public meeting following 20 calendar days of the billing date, at which time the bill must be approved for payment or notice provided as to why the bill or any portion of it will not be approved.

If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

C. The Township of Mullica defines the billing date for payment, final and retainage payments as "the date the bill is received by the local unit".

X. SPECIFICATIONS

GENERAL SPECIFICATIONS

Vehicle Maintenance and Repair

GENERAL:

This document is an invitation for sealed proposals to qualified individuals or organizations to provide vehicle maintenance and repair to the Township of Mullica.

The Township of Mullica has approximately nineteen (28) vehicles. These vehicles are located at 4528 White Horse Pike, Elwood, New Jersey. See attached schedule of vehicles (Attachment #1).

REQUIREMENTS:

SCOPE:

1. The Township shall be under no obligation to furnish any vehicles. The intent of this contract is the service and repair of the vehicles described in Attachment #1 as needed. The Township reserves the right to add and remove vehicles throughout the life of the contract.

MECHANICS AND EQUIPMENT:

1. Contractor agrees that all work will be performed by competent mechanics, experienced and qualified to work on the specified type of equipment. All work will be performed in accordance with the best commercial practices and without unnecessary delays. The contractor must have available suitable modern equipment necessary for the satisfactory execution of any repair job, including all gauges and checking tools necessary to make precision adjustments when required and all special repair tools for the proper servicing of the equipment call for under this contract.

PARTS AND MATERIALS:

1. ALL MATERIALS, PARTS OR ACCESSORIES SUPPLIED BY THE CONTRACTOR SHALL BE NEW AND OF EQUAL QUALITY TO ORIGINALLY MANUFACTURED ITEMS. No parts, materials or accessories will be used that might violate any manufacturers warranties. When the vehicle's warranty is not involved, the authorized representative of the Township of ownership may authorize use of rebuilt assemblies when such is standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly. Any part removed is Township property and shall be returned or disposed of as directed unless new part prices are predicated upon an exchange basis. Rebuilt or remanufactured parts can be used subject to approval.

REPAIR REQUIREMENTS:

1. All work, with the exception of regular preventative maintenance, is to be completed within two (2) working days upon delivery of the vehicle. Preventive Maintenance shall be completed within one (1) working day. Any extension of this time must have prior approval.
2. If more than one vehicle is being repaired at the same time, then the turnaround time shall mean two (2) days per vehicle, with the exception of preventative maintenance.

WORK PERFORMANCE:

1. Type of work to be performed will cover all types of mechanical repairs normally performed on passenger vehicles

used as police vehicles.

2. This repair service will include repairs, replacements, adjustments and/or overhaul of minor and major components.
3. Vehicle repair service refers to mechanical repairs and does not include any type of body repair.

REPAIRS:

1. For repairs performed on vehicles not covered by an applicable current flat rate, an estimate of the number of hours required to perform the service shall be supplied by the contractor at the time the vehicles covered by this contract are entered into the shop. No work is to be performed without the approval of the Chief of Police or Superintendent of Public Works of Mullica Township, or his/her designee, whichever is appropriate. When the estimated cost of repair appears unreasonable in view of price/cost experience and other prevailing estimates, the Township reserves the right to obtain services on the open market.

PREVENTATIVE MAINTENANCE:

1. Preventative maintenance items include but are not limited to: oil and filter changes, fluid checks, tire pressure, lights, belts, hoses, rear differential, brakes and tire rotation. Normal intervals for maintenance items are every 5,000 miles per vehicle.

INVOICING:

1. An itemized invoice showing all parts, part numbers, labor hours, repairs required, services supplied and applicable discounts shall be presented to the Township at the time work is completed and vehicle is picked up along with vehicle number, license plate number, odometer reading and date work is performed. The Township representative shall be required to sign invoice.

PAYMENT:

1. Payments under this contract shall be made for all goods and services provided based on a consolidated billing schedule on a monthly basis. Payments will be made utilizing the Township of Mullica's purchase order system and invoices received to date, and will be submitted on the appropriate bill list approved by the Township Committee.

CONTRACT TERM:

1. The term of this contract shall be from January 1, 2021 to December 31, 2022.

FORMS

PROPOSAL DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial required and if required submit the item	each entry and if requiredm
<input type="checkbox"/>	Stockholder Disclosure Certification		
<input type="checkbox"/>	Proposal Form		
<input type="checkbox"/>	References		
<input type="checkbox"/>	Equipment Certification		
<input type="checkbox"/>	Mandatory Affirmative Action Language		
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language		
<input type="checkbox"/>	Proof of Business Registration		
<input type="checkbox"/>	Political Contribution Disclosure Form		

PROPOSAL FORM

Vehicle Repair and Maintenance for the Township of Mullica

(Contract Title and Bid Number, if applicable)

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above stated project, for which bids were advertised to be opened and read in public on the date advertised, Wednesday, December 14, 2020 at 10:00 am, at Mullica Township Municipal Building, 4528 White Horse Pike, Elwood, New Jersey 08217 and proposes to furnish and deliver the above goods/service pursuant to the bid specification and made part hereof:

For a bid to be considered, a labor manual must be identified:

Bidder will use the _____ (fill in labor manual) in determining the repair times.

VEHICLE REPAIR – DO YOU OFFER SERVICE FOR THE FOLLOWING:

Wheel alignment & balancing	Yes _____	No _____
Transmission	Yes _____	No _____
Air Conditioning	Yes _____	No _____
Brakes	Yes _____	No _____
Engine & Drive Train	Yes _____	No _____
All makes & models listed on Schedule of Vehicles	Yes _____	No _____

APPOINTMENT:

Do you require advanced notice for scheduling of vehicles for inspection and repairs? Yes _____
No _____ If yes, state amount of notice required _____

BUSINESS HOURS:

State your regular business hours _____ am to _____ pm.

WARRANTY:

State length of time of warranty for parts _____ labor _____

Submit terms and conditions of warranty with bid.

Would you permit the Township to supply parts for necessary repairs and only charge for labor?

Yes _____ No _____ If YES, what is your labor rate per hour \$ _____

Would you provide towing services to Township vehicles?

Yes _____ No _____ Cost \$ _____

RATES:

Vehicle Repair Hourly Rate: \$ _____ (A)

Vehicle Maintenance Rate for Police Vehicles:

Oil Change, Filter, Check Fluids &Tires
(multi-blend synthetic oil only) \$ _____ (a)

Check lights, belts, hoses & rear differential \$ _____ (b)

Tire Rotation, Brake check \$ _____ (c)

Tire Repair \$ _____ (d)

Sub - Total and Average (a + b + c + d) / 4 \$ _____ (B)

Percent Discount for parts
Compared to Mfg. Sugg. Retail Price % _____ % (C)

TOTAL:

Calculate (A) + (B) – (C) \$ _____

Brakes (per axel) Labor Rate: \$ _____
(Police vehicles only. Include replacement of pads, rotors, inspection & replacement of calipers, if needed.)

Price for Oil Change, Filter, Check Fluids &Tires
for Police Vehicles if Township
supplies all parts & supplies: \$ _____

The undersigned is a corporation, partnership, individual (circle one) under the laws of the State
of New Jersey having its principal office at: _____

Company Name Federal I.D. # or Social Security #

Address

Signature of Authorized Agent/Title Type or Print Name

Telephone Number Date

Fax Number E-mail address

Township of Mullica
PO Box 317
Elwood, New Jersey 08217

**Ordinance 9-2011 Vendor Certification and Disclosure of Political Contributions
Effective August 9, 2011**

All Bidders (Vendors) shall complete this Certification and Disclosure form and submit it, together with their Proposal, to the Township of Mullica. Proposal that do not include this form will be disqualified without evaluation.

VENDOR: _____

This certification is submitted to the Township of Mullica (hereinafter "the Township") in order to induce the Township to accept the Vendor's Proposal, with knowledge that the Township is relying on the truth of statements contained herein.

For the purpose of this Certification:

"Professional Business Entity" or "Vendor" - mean an individual seeking a public contract, including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition includes all principals who own 10% or more of the equity in the corporation of business trust, partners, and officers (in the aggregate) employed by the entity of vendor, as well as any subsidiaries directly controlled by the business entity or vendor.

"Contribution" - means either of the following:

1. A contribution of money, or pledge of a contribution, including in-kind contributions, reportable by an individual of over \$300 each for any purpose to any candidate for Township Committee, or \$300 to the Township of Mullica party, or \$500 to the Atlantic County party committee or to any continuing political committee (CPC) referenced in Ordinance 9-2011, adopted by the Township of Mullica Committee on August 9, 2011.
2. A contribution of money, or pledge of a contribution, including in-kind contributions, by any group of individuals meeting the definition of "Professional Business Entity" or "Vendor" outlined above, including such principals, partners, and officers of the entity of vendor in the aggregate, may not annually contribute for any purpose in excess of \$2,500 to all Township of Mullica candidates and officeholders with ultimate responsibility for the award of the contract, and all Township of Mullica or Atlantic County political parties and CPCs referenced in Ordinance 9-2011 combined.

I hereby certify as follows:

Subject to the provisions of Section 2 of Ordinance 9-2011:

1. The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Vendor listed above has not solicited or made any reportable contributions of money, pledge of contributions, including in-kind contributions, company or organization contributions, as set for below that would bar the award of a contract to the Vendor, pursuant to the terms of Ordinance 9-2011.

2. Within one calendar year immediately preceding the date of the contract or agreement, the Business Entity has not solicited or made any contributions in excess of the thresholds specified in Ordinance 9-2011, Section 2 subsection c to:
 - a. Any Municipal candidate or holder of public office having ultimate responsibility for the award of a contract;
 - b. Any Township of Mullica or Atlantic County party committee;
 - c. Any continuing political committee (CPC) that regularly engages in the support of municipal or county elections and/or municipal or county parties.

3. The Professional Business Entity or Vendor shall have a continuing duty to report any violations of Ordinance 9-2011 that may occur during the negotiation, Proposal process or duration of a contract.

Signature and Attestation:

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

Name of Professional Business Entity/Vendor: _____

Signature of Affiant: _____

Printed Name of Affiant: _____

Title: _____ Date: _____

Subscribed and sworn before me the ____ day of

(Witness or attested by)

_____, 2____.

My Commission expires:

(Seal)

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Mullica, (hereafter "owner" or "Municipality") hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any 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 owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

The successful vendor shall submit to the public agency, after notification of award but prior to execution of this 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 (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor 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 Proposal 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

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 _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

EQUIPMENT CERTIFICATION

The undersigned Vendor hereby certifies as follows:

The vendor owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Vendor: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____,2020 by and between Mullica Township, P.O. Box 317, Elwood, NJ 08217, a body corporate and politic, existing under and by virtue of the Laws of the State of New Jersey, hereinafter referred to as the TOWNSHIP, party of the first part,

A
N
D

Contractor, a Business, with its principal office at Address, hereinafter called the CONTRACTOR, party of the second part.

WITNESSETH:

That the CONTRACTOR, for and in consideration of the payments made to it by the TOWNSHIP, at the time and in the manner hereinafter set forth does hereby agree to provide vehicle repair and maintenance services in strict accordance with the specification attached hereto and made a part hereof, and in accord with Proposal of the CONTRACTOR, a copy of which is also attached hereto and made a part hereof and as submitted to the TOWNSHIP and awarded to the CONTRACTOR.

The Notice to Vendors, Instructions to Vendors, Technical Specifications, Forms and Instruction, General Conditions, if any Supplemental Conditions, if any, are all incorporated by reference and comprise the contract documents.

In consideration of the faithful performance of this contract, and its covenants and agreements entered into in the furnishing and delivering of service as herein provided, and the acceptance thereof by the TOWNSHIP, the TOWNSHIP does hereby agree to pay to the CONTRACTOR, in accordance with the payment schedule established in the specification and upon presentation of a verified voucher, the total sum not to exceed \$ **XXXXXXX**

IN WITNESS WHEREOF the parties have caused these presents to be signed by their duly authorized officers and sealed with their seals, the day and year first above written.

OWNER/MUNICIPALITY:
The Township of Mullica

CONTRACTOR:

By: _____
Kimberly Johnson, Township Clerk

Attest : _____
Dawn M. Stollenwerk, CFO/QPA

Attachment 1 - Township of Mullica Vehicle Listing

Description	Department	Serial No
FORD F-250 TRUCK 2016	PUBLIC WORKS	1FT7X2B6XGEA59643
GMC DUMP MEDIUM DUTY 2000	PUBLIC WORKS	VIN I1DP/HIC3YJ521104
ATV, POLARIS RANGER MOTOR SCOOTER UTV	POLICE	FE483052380198
FORD EXPEDITION 2016 (BLACK)	POLICE	1FMJU1GT3GEF43592
LMTV CARGO VEHICLE, 1997	POLICE	A-T004827ECBF
FORD TAHOE, 2019	POLICE	1GNSKDEC6KR384224
FORD TAHOE, 2019	POLICE	1GNSKDEC4KR383105
FORD TAHOE, 2019	POLICE	1GNSKDEC9KR383410
FORD INTERCEPTOR SEDAN, 2018	POLICE	1FAHP2MK3JG139107
FORD INTERCEPTOR UTILITY, 2018	POLICE	1FM5K8AR5JGC56456
POLICE INTERCEPTOR UTILITY, 2018	POLICE	1FM5K8AR7JGC56457
FORD F550 DUMP TRUCK, 2020	PUBLIC WORKS	1FDUF5HTXLDA02262
FORD POLICE INTERCEPTOR UTILITY 2020	POLICE	1FM5K8AB7LGC36859
FORD POLICE INTERCEPTOR UTILITY 2020	POLICE	1FM5K8AB3LGC36860
FORD F250 2005 SUPER DUTY	PUBLIC WORKS	1FTSX21Y55EB30337
FORD F550, 2005	PUBLIC WORKS	1FDAF57P85EC06997
FORD F250 2007	PUBLIC WORKS	VIN 1FTSF21Y87EA68566
CHEVY TAHOE, 2015	POLICE	1GNSK2EC8FR596293
CHEVY TAHOE, 2015	POLICE	1GNSK2EC0FR596272
FORD F450 2011	PUBLIC WORKS	1FDU4HY3CEC98872
FORD INTERCEPTOR 2014	POLICE	
FORD INTERCEPTOR, 2013	POLICE	1FM5K8AR5EGA60457
FORD INTERCEPTOR, SUV 2016	POLICE	1FM5K8AR0GGA29166
CHEVY TAHOE, 2012	POLICE	1GNSK2E0XCR324104
DODGE CHARGER, 2010	POLICE	VIN 2B3AA4CT2AH253754
DODGE CHARGER, 2010	POLICE	VIN 2B3AA4CT4AH253755
DODGE CHARGER, 2011	POLICE	2B3CL1CT5BH600562
DODGE CHARGER, 2012	POLICE	2C3CDXAT0CH205034