

**TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY**

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**GENERATOR MAINTENANCE**

**CONTRACT 24-13**

**BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.**

**THURSDAY October 10, 2024**

**AT**

**SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING**

**MONMOUTH JUNCTION, NEW JERSEY 08852**

**Angela Socio  
PURCHASING AGENT**

## NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
24-11	Hydrogen Peroxide
24-12	Bioxide
24-13	Generator Maintenance
24-14	Construction Material

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **Thursday, October 10, 2024** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304 or emailing Angela Socio, QPA – [asocio@sbtnj.net](mailto:asocio@sbtnj.net)

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27.**

Angela Socio  
Purchasing Agent

To be advertised: **Friday September 20, 2024**  
**Home News Tribune**

# **SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT**

## **General Provisions**

- 1.** Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **October 10, 2024**. Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the “ **Generator Maintenance** ” will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
- 2.** All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, “**Bid For Generator Maintenance.**” If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, “**Bid For Generator Maintenance.**” All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
- 3.** Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified while adhering to the social distancing protocol established by the State of New Jersey and Federal government. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
- 4.** Bidders are to submit the non-collusion affidavit with the bid proposal form.
- 5.** Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. (**N.J.S.A. 40A:11-1, et. seq.**)
- 6.** The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
- 7.** A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.
- 8.** Bidders shall submit with the proposal a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price, but not in excess of \$20,000, payable unconditionally to the Treasurer of the Township of South Brunswick.

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

If the successful bidder fails to enter into a contract within twenty-one (21) days from the date of notification to do so, then the certified check or bid bond deposited by him shall, at the option of the Township Council, be retained as liquidated damages.

Should the successful bidder fail to enter into a contract, the Township Council may then, at its option, accept the proposal of the next lowest responsible bidder.

**9.** The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

**10.** The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

**11.** It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his 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 a performance bond in the amount of the open balance of the contract.

**12.** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

**13.** The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

**14.** Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

**15.** Delivery date of the system must be specified on the Bid Proposal Form.

**16.** All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

17. The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

18. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

19. All the plans and specifications in the bid package for **Bid No. 24-13**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

20. Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

21. The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

22. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

23. Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

24. Delivery shall be made in the stated quantities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set 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 ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED AND ATTACHED TO THE  
BID PROPOSAL.**

**28.** The effective period for the contract will be two years unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

**29.** All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

**30.** The successful bidder shall furnish the Purchasing Agent within twenty-one (21) days from the date of contract award, a performance bond, acceptable to the Township in the full amount of the bid award securing the faithful performance of the successful bidder by a surety authorized to transact business in the State of New Jersey.

**31.**

#### **EXHIBIT A**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval; Certificate of

Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **32. Insurance Requirements.**

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution

of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined  
single limit for bodily injury and  
property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

**33.** Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

**34.** When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals, the township may award the contract to the bidder whose response, in the discretion of the township is the most advantageous, price and other factors considered.

**35.** Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

36.

**AMERICANS WITH DISABILITIES**  
**Equal Opportunity for Individuals with Disability.**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made 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 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 of 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 proceedings 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 Township 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.

**37. New Jersey Business Registration Requirements**

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

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, the 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.

All bidders must have a valid registration at time of award of contract.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name & Title** \_\_\_\_\_

**38.**

**The Public Works Contractor Registration Act  
(P.L. 1999, s. 238, as amended by P.L. 2003, c.91)**

No contractor shall bid on any contract for public work as defined by c.34:11-56.26 unless they have been registered under the Public Works Contractor Registration Act. Subcontractors shall not be listed in the bid proposal unless they too have been registered under the Act. No contractor or subcontractor shall perform any public work subject to the contract, unless the contractor or subcontractor is registered under the Act.

A copy of the contractor's registration must be submitted with the bid package at the appropriate time and place of the bid opening.

After the bid is made and prior to the award of the contract, each contractor shall submit to the Township of South Brunswick, the certificate of registration for all subcontractors. Applications for the registration will not be accepted as a substitute for the certificate of registration.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name & Title** \_\_\_\_\_

# South Brunswick Township

## SPECIFICATIONS

### Generator Maintenance

The specifications include information for stand-by power generators. We are requesting costs for semi-annual inspections, as well as rates for repair work.

We urge prospective vendors to inspect equipment before submitting a bid.

This contract, at the Utilities' option, may include 2 one-year or 1 two-year extensions, for a total of 4 years, based on the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis, N.J.S.A. 40A: 11-2(38) and 11-15.

All contractors will be required to complete any project/service started while under contract with the Township of South Brunswick Township Municipal Utilities. The new contractor will not be responsible for incomplete projects/service. Final payment will not be released until the equipment/service is completed and working as per terms of contract.

#### **All bidders shall have on staff:**

**Certified Factory direct distributor team** with a primary responsibility dedicated to maintaining and supporting emergency engine driven generator systems, including transfer switches, and associated related components. Must be in business for more than 5 consecutive years, have on hand parts stocking minimum of \$250K to support the Township's generator inventory as the need should arise.

**Technicians must be factory direct certified** and be proficient in current EPA / DEP engine emissions including possessing computers with proprietary software related programs to update and calibrate engine / generator programs as needed.

**All bidders shall have repair shop capabilities to perform major equipment repair work in house.**

# **GENERATOR MAINTENANCE**

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## SUMMARY

1. This Bid primarily entails the semi – annual inspections and repairs of equipment listed.
2. The service described within should meet with the appropriate requirements of the National Fire Protection Agency National Electrical Code and Manufacturer Specifications for maintenance of Standby and Emergency Power Systems.

## SCOPE OF WORK

We will require the successful contractor to provide the following utilizing certified technicians:

Semi Annual Inspections                      Perform semi – annual inspections as described in Service Procedures

24 HOUR:    Provide availability of service 24 hours a day, seven (7) days a week.

**The contract term will be for two (2) full years beginning from date of acceptance.**

## GENERAL CONDITIONS

1. The contractor shall maintain an adequate inventory of replacement parts and supplies readily available.
2. All work performed shall be guaranteed by the contractor for one (1) year including parts, materials and labor in addition to any standard factory warranties.
3. Parts or equipment damaged by the contractor shall be repaired or replaced at no cost to the Township.
4. The contractor shall supervise and direct all work using his best skills and attention. The contractor shall be solely responsible for methods, techniques, sequences, procedures and coordination of all phases of the work under contract.
5. Successful Contractor will provide a report in writing to the owner which shall include the condition of the unit and any recommended repairs based on quarterly inspection.
6. Successful Contractor shall educate the designated official of any participating municipality the proper generator maintenance guidelines specified under N.J.A.C 7:27-19.2. This shall include air quality monitoring and maintaining an Emergency Generator Logbook. The vendor shall also comply with N.J.A.C. 7:27-19.2 when conducting their generator maintenance.

## HOURS OF WORK

1. General repair work shall be performed between the hours of 8:00am and 4:00pm, Monday through Friday and shall be expeditiously scheduled and completed to the satisfaction of the Township.
2. Emergency repair service shall be available (24) twenty-four hours per day, (7) seven days per week. The contractor will respond to all emergency calls by telephone within (1/2) one-half hour of notification and will have a service

person at the job site within an additional (1/2) one-half hour thereafter. All emergency repairs should be made before the service person leaves for the day.

3. The contractor must have some means of electronic communications (a pager or cell phone) activated (24) twenty-four hours a day, (7) seven days a week to ensure that immediate contact can be made.

### SUPERVISION

All of the work provided for in these specifications shall be under the direct supervision of the person designated by the Township. All work orders for the day will be signed for by the supervisor for that job with a copy directed to the designated person.

### WARRANTIES

All labor, parts and equipment shall be warranted for (1) one year from installation.

### RATE SCHEDULE

1. Contractor shall bid on specified preventive maintenance service, an hourly rate for normal working hours which shall include all costs, labor, travel, and overhead. The rate applies to the repair service itself and not to the number of service technicians sent to the job. However, if the contractor determines the necessity of additional service technicians to perform repair(s), contractor must notify a member of the Township before commencing work.
2. Contractor shall also provide an overtime rate per hour for overtime hours, weekends, and holidays.
3. Award of contract shall be made to the overall lowest responsible bidder.

### PERMITS

The successful bidder will be responsible for securing all permits necessary to perform work in the Township. Fee for permits in the Township will be waived. Bidder will also be responsible for arranging for any inspections needed through the Township Building Department.

### INVOICING

Bills for parts must reflect book price first then discount.

### REFERENCES

1. The Township may make such investigation as deemed necessary to determine the ability of the contractor to perform the work and the contractor shall furnish to the Township all such information and data for this purpose as the Township may request.
2. The Township reserves the right to reject any Bid if the evidence submitted by or investigation of such contractor fails to satisfy the Township that such contractor is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional quotes will not be accepted.

## SERVICE PROCEDURES

### ENGINE GENERATOR (*Diesel*)

#### Semi-Annual Inspections

1. Air Induction system: You will inspect the air intake system to ensure induction of clean filtered air for combustion. Inspection will include room inlet louvers, air filter housings, connecting tubes, shutdown housing, hoses and clamps.
2. Coolant System: Inspect for signs of leakage, wear or failure of all hoses, fan and drive belts, water pump, system connection points, engine preheaters, heat exchanger and expansion tanks. Inspect radiator assembly for leakage or blockage, proper cooling fan operation and air flow across radiator core. Coolant will be checked for proper operating levels, correct freeze protection and rust inhibitors. Inspect remote radiator, heat exchanger and city water cooled systems for proper coolant flow, adequate supply of cooling water, proper operation of remote cooling fans and thermostatic controls. Inspect accessible cooling air discharge ductwork and louvers for electrical and mechanical operation.
3. Engine/Generator Controls: Inspect all generator AC metering, DC controls, engine gauges, and indicators for proper operation.
4. Exhaust System: Inspect the muffler, flex pipes, exhaust piping, weather protection, exhaust manifold, hangers, and supports for signs of leakage or failure. Drain exhaust condensate line. Inspect for possible fire hazards.
5. Fuel System: Inspect all exposed accessible fuel lines from main tank or main distribution to engine for signs of leakage or failure. Inspect day tank level, operation of float switch, transfer pump and fuel solenoid. All main fuel tank system levels will be the responsibility of the customer.
6. General: Inspect for general overall condition of the engine-generator system, housekeeping, unusual operational noises or vibrations, interference items, leakage and safety concerns.
7. Governor System: Inspect the operation of the governor during unloaded and loaded conditions, as permitted, for proper response and system control. Adjustments will be made as required.
8. Ignition system: Inspect performance of injection system by observance of exhaust emissions and general operation. Signs of wear or failure will require the respective injection pump and injectors to be removed for shop testing and/or repairs if necessary.
9. Lubrication System: Verify oil level in engine crankcase, power take-off unit and reduction gears. Inspect oil lines, filter housings, oil coolers and connection points for leakage. Check crankcase breather, air box drains and lube oil heater for proper operation. Provide oil analysis and report.
10. Safeties/Shutdowns: Perform static testing of all engine safety shutdown alarms. This test procedure is performed by activating, either electrically or mechanically, the engine sensor to simulate a failure or condition. You will monitor the respective indicator to ensure proper operation. This test procedure does not ensure sensor calibration.
11. Starting Batteries and Charging System: Inspect starting batteries for proper electrolyte level, specific gravity, signs of damage or leakage, terminal corrosion, secure termination and cable integrity. Inspect battery charger and engine driven alternator for proper operation and charging rate.

## GENERATOR (*Diesel*):

1. Bearings: Inspection of bearings will be made during a normal run for signs of wear or failure.
2. Commutator and-Slip Rings: You will inspect commutator and brush rigging as required.
3. Exciter: You will provide an inspection of the exciter for signs of heat damage.
4. Rotor and Stator: You will remove inspection covers and visually inspect rotor and stator for signs of heat or mechanical damage
5. Voltage Regulator: Inspection of the voltage regulator will be performed by testing the generator voltage output during unloaded and loaded conditions. A visual inspection will be made to check for signs of heat or mechanical damage.
6. Connection Points: Inspect all local generator connections for signs of chaffing and wear due to vibration.

## OPERATIONAL TESTING:

You will perform operational testing of the engine/generator under one of the following Procedures as directed by Division Supervisor:

Without Load: You will provide start-up and testing of system without application of system load. You will monitor generator voltage output and regulation, proper frequency regulation, engine gauges and metering. No activation of transfer switchgear is included.

With Load: You will provide start-up and testing of generator by activation of one or more (if permitted) transfer switches and allow application of available building load. You will observe the operation of transfer switch, monitor generator voltage output and regulation, proper frequency regulation, load balance, engine gauges and metering. System testing will be performed and witnessed by representatives of the equipment owner.

Transition Test: During annual maintenance for the Township, the successful vendor will perform a transition test to ensure that the transfer time from normal power to emergency power is **10 seconds or less**. The test must be coordinated with the responsible parties at each location to minimize any disruption during working hours. (Section F-611.0 Maintenance and Testing of Emergency Power Equipment).

## SERVICE PROCEDURES

### ENGINE GENERATOR (*Natural Gas*)

#### Semi – Annual Inspections

1. Air Induction system: You will inspect the air intake system to ensure induction of clean filtered air for combustion. Inspection will include room inlet louvers, air filter housings, connecting tubes, shutdown housing, hoses and clamps.
2. Coolant System: Inspect for signs of leakage, wear or failure of all hoses, fan and drive belts, water pump, system connection points, engine preheaters, heat exchanger and expansion tanks. Inspect radiator assembly for leakage or blockage, proper cooling fan operation and air flow across radiator core. Coolant will be checked for proper operating levels, correct freeze protection and rust inhibitors. Inspect remote radiator, heat exchanger and city water cooled systems for proper coolant flow, adequate supply of cooling water, proper operation of remote cooling fans and thermostatic controls. Inspect accessible cooling air discharge ductwork and louvers for electrical and mechanical operation.

3. Engine/Generator Controls: Inspect all generator AC metering, DC controls, engine gauges, and indicators for proper operation.
4. Exhaust System: Inspect the muffler, flex pipes, and exhaust piping, weather protection, exhaust manifold, hangers, and supports for signs of leakage or failure. Drains exhaust condensate line. Inspect for possible fire hazards.
5. Fuel System: Inspect all exposed accessible fuel lines from main tank or main distribution to engine for signs of leakage or failure. Inspect fuel solenoid operation, secondary regulator adjustments, fuel pump operation, choke and carburetor adjustments. All main fuel tank system levels will be the responsibility of the customer.
6. General: Inspect for general overall condition of the engine-generator system, housekeeping, unusual operational noises or vibrations, interference items, leakage and safety concerns.
7. Governor System: Inspect the operation of the governor during unloaded and loaded conditions, as permitted, for proper response and system control. Adjustments will be made as required.
8. Ignition system: Inspect cap, rotor, points, condenser, wires and coil(s) for signs of wear or damage.
9. Lubrication System: Verify oil level in engine crankcase, power take-off unit and reduction gears. Inspect oil lines, filter housings, oil coolers and connection points for leakage. Check crankcase breather, air box drains and lube oil heater for proper operation  
Provide oil analysis and report.
10. Safeties/Shutdowns: Perform static testing of all engine safety shutdown alarms. This test procedure is performed by activating, either electrically or mechanically, the engine sensor to simulate a failure or condition. You will monitor the respective indicator to ensure proper operation. This test procedure does not ensure sensor calibration.
11. Starting Batteries and Charging System: Inspect starting batteries for proper electrolyte level, specific gravity, signs of damage or leakage, terminal corrosion, secure termination and cable integrity. Inspect battery charger and engine driven alternator for proper operation and charging rate.

**GENERATOR:**

1. Bearings: Inspection of bearings will be made during a normal run for signs of wear or failure.
2. Commutator and-Slip Rings: You will inspect and clean commutator and brush rigging as required.

**Service work which is not included under this contract:**

- |    |                         |         |
|----|-------------------------|---------|
| 1. | Hourly Rate             | \$_____ |
| 2. | Overtime Rate           | \$_____ |
| 3. | Emergency/Holiday Rate* | \$_____ |

**\*Provide a list of holidays**

# EQUIPMENT RECORD / PROPOSAL SHEETS

Item	Qty	Equipment	Location	Type of Service	Semi-annual Periodic Inspection Charge
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**South Brunswick Township DPW**

**Semi-annual Periodic Inspection Charge**

- |    |   |   |                     |        |          |
|----|---|---|---------------------|--------|----------|
| 1. | 1 | Onan 275DFBF-5001056V<br>Serial# H010276179<br>Cummins Engine   | Municipal Complex   | Diesel | \$ _____ |
| 2. | 1 | Kohler 500R0ZD71<br>Serial# 357651<br>Detroit Engine  | Municipal Complex   | Diesel | \$ _____ |
| 3. | 1 | Cat 0D4B01123-80KW<br><br>Cat Engine  | Municipal Complex   | Diesel | \$ _____ |
| 4. | 1 | Generac-200KW<br>John Deere Engine  | Community Center    | Diesel | \$ _____ |
| 5. | 1 | 300 KW Caterpillar<br>Model # D300<br>Serial # CAT000C9VRZ900145<br>Engine – Caterpillar C-9 358 HP @ 1800 RPM<br>Model # C-9 Arrangement # 452-9865<br>Serial # S9P02358 | DPW/Utilities Bldg. | Diesel | \$ _____ |

**Water Division**

- |    |   |   |                           |        |          |
|----|---|---|---------------------------|--------|----------|
| 1. | 1 | Kato 45EX9E<br>Serial# 72257-45 KW<br>Caterpillar Engine<br>ATS Russel 4003C-V8                   | Well #13<br>Georges Road  | Diesel | \$ _____ |
| 2. | 1 | Marathon 360FDR8104AAW<br>Serial# JK93307-9/14 50KW<br>Cummins Engine<br>ATS ASCO 940315999K      | Well #15<br>Broadway Road | Diesel | \$ _____ |
| 3. | 1 | General 92A03150<br>Serial# 200A529 80KW<br>Hino Engine<br>ATS General 92A03150-W                 | Fernwood Road             | Diesel | \$ _____ |
| 4. | 1 | Kohler 100RZ272/SPEC187435-72N<br>Serial# 318455 100KW<br>Ford Engine<br>ATS Kohler KB166341-260  | Major Road                | Diesel | \$ _____ |
| 5. | 1 | Cummins QHAB-5873173A<br>Serial# H070091693 300KW<br>Cummins Engine<br>ATS Cummins OTPCC-5869161A | Well #16                  | Diesel | \$ _____ |

**Portable Generator**

1 1 Cummins 5632G1921CM000333 Fernwood Road Diesel \$ \_\_\_\_\_  
 Model G2DAUT-S  
 Year - 2012

**Sewer Division**

1.	1	Kohler 50REOZJD Serial #SGM23EDZ8R John Deer 2712F Engine	Friendship Road (#2) Dayton	Diesel	\$ _____
2.	1	Onan 20.0DL4-15R-24848D Serial# G840715236 20KW Onan L423 Engine	Woodland Way(#3) Monmouth Junction	Diesel	\$ _____
3.	1	Cummins DGCG-5756537 Serial# 0687108	Stillwell Road (#5)	Diesel	\$ _____
4.	1	Onan DGCB-4493047P Serial# L000185063 60 KW Cummins Engine	Parker Road South(#11) Plainsboro	Diesel	\$ _____
5.	1	Onan DKAF-5630864C Serial# I030547023 25 KW Kabota Engine	Barclay Blvd.(#14) Plainsboro	Diesel	\$ _____
6.	1	Onan 100ENTXL/50891B Serial# D910384442 100 KW Ford Engine	Cran. So. Riv Rd.(#19) Dayton	Natural Gas	\$ _____
7.	1	Onan 35EK73256C Serial# A950565979 35 KW Ford Engine	East New Road(#20) Monmouth Junction	Natural Gas	\$ _____
8.	1	CumminsDGFC-5711745 Serial# E050782295 200KW Cummins Engine	Willow Hill Square(#22) Dayton	Diesel	\$ _____
9.	1	Onan 80DGDA/87933L Serial# E97063888 80 KW Cummins Engine	New Turkey Island Rd(#24) Monmouth Junction	Diesel	\$ _____
10.	1	Onan 50DGCA/88544M Serial# F970639888 Onan Engine	Grovers Mill Road(#25) Plainsboro	Diesel	\$ _____
11.	1	Caterpillar SR4 Serial # 081Z07155 Caterpillar 3412 Engine	Pyne Road(#7) Kendall Park	Diesel	\$ _____

- |     |   |  |                                  |        |          |
|-----|---|--|----------------------------------|--------|----------|
| 12. | 1 | Caterpillar 250SU9E<br>Serial # 092B02693<br>Caterpillar D343 Engine | Broadway Road(#9)<br>Dayton      | Diesel | \$ _____ |
| 13. | 1 | Caterpillar SR4<br>Serial # 078Z01999<br>Caterpillar 3408 Engine     | Route 130(#10)<br>Deans          | Diesel | \$ _____ |
| 14. | 1 | Caterpillar SR4<br>Serial # 038S11788<br>Caterpillar 3412 Engine     | Mink Run(#13)<br>North Brunswick | Diesel | \$ _____ |

**Portable Generators**

- |    |   |  |               |        |          |
|----|---|--|---------------|--------|----------|
| 1. | 1 | Onan 175DFE-6DR/6966F<br>Serial # 0768051620<br>Cummins Engine | Municipal Lot | Diesel | \$ _____ |
| 2. | 1 | Kato 42XSG1<br>Serial # 40311<br>Allis Chalmers 3400 Engine    | Municipal Lot | Diesel | \$ _____ |
| 3. | 1 | Caterpillar XQ125<br>Serial # CK501179<br>Caterpillar Engine   | Municipal Lot | Diesel | \$ _____ |
| 4. | 1 | Caterpillar XQ250<br>Serial #CK200609<br>Caterpillar Engine    | Municipal Lot | Diesel | \$ _____ |



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**SOUTH BRUNSWICK TOWNSHIP  
AFFIRMATIVE ACTION QUESTIONNAIRE**

**SUPPLEMENT TO BID SPECIFICATIONS FOR  
PROCUREMENT AND SERVICE CONTRACTS**

**No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).**

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

**FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.**

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

**OR**

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

**OR**

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR**

**NON-CONFLICT OF INTEREST**

In consideration for the contract to be entered between the Township and

\_\_\_\_\_, I hereby certify that \_\_\_\_\_

Individual or Firm

Individual or Firm

does not represent another client whose interests are in actual conflict with the Township. I

further certify that, to the best of my knowledge, the representation of other clients of

\_\_\_\_\_ will not materially limit my representation of the Township.

Individual or Firm

During the term of this contract with the Township \_\_\_\_\_ shall not

Individual or Firm

represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach

of the contract. It shall also entitle the Township to expose \_\_\_\_\_ to any

Individual or Firm

penal statutes pertaining to false material certifications.

**CONTRACTOR** \_\_\_\_\_

Individual Signature or Firm Name

**IF FIRM:**

**BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_

Sworn to and subscribed before me this

day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

Notary Public



**NOTICE TO BIDDERS re CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Incorporated, organized and existing under the laws of the State of and licensed to do business in the State of New Jersey hereby certifies and agrees that if the contract for:

is awarded to

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this        day of        , 20

\_\_\_\_\_  
Attorney-in-Fact



# **Township of South Brunswick Contractor Responsibility Certification**

Name and Contract Number of Contract To Be Awarded:

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I, \_\_\_\_\_, (hereafter “Contractor”) submit this Certification pursuant to the requirements of South Brunswick Code Section 2-1248.

(1) As a condition of performing work on public works contracts in excess of \$26,000.00, but less than \$499,999.00 total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA ten (10) hour construction safety and health course onsite. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA thirty (30) hour construction safety and health course onsite.

(2) Contractor hereby certifies that it and all subcontractors that perform significant work on any public facility project having a value of \$100,000.00 or more, participates in an Apprenticeship Program currently registered with and approved by the United States Department of Labor (USDOL) or the New Jersey Department of Labor (NJDOL); or Contractor agrees that neither it nor any subcontractor will employ any worker of less than journeyman status on the project. Apprenticeship Programs meet the criteria set forth in subsection 8(i) of South Brunswick Code Section 2-1248. Proof of participation in such an Apprenticeship Program (if applicable) is attached.

(3) Contractor hereby certifies the following facts regarding its past performance, work history, current qualifications and performance capabilities:

a. The individual, firm or business entity has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: (i) do business in the State; and (ii) perform the contract work it seeks to perform. These include, but are not limited to, licenses, registrations or certificates for any type of trade work or specialty work which the individual, firm or business entity proposes to perform.

b. The individual, firm or business entity meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The individual, firm or business entity has not been debarred by any federal, state or local government agency or authority in the past three (3) years. If Contractor is a firm or business entity, Contractor further certifies that none of the owners, officers or members have been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The individual, firm or business entity has not defaulted on any project in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have defaulted on any project in the past three (3) years.

e. The individual, firm or business entity has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.

f. The individual, firm or business entity has not been cited for a willful violation of federal or state safety laws in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been cited for a willful violation of federal or state safety laws in the past three (3) years.

g. The individual, firm or business entity has not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.

h. The individual, firm or business entity will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. If applicable, the individual, firm or business entity participates in an Apprenticeship Program that is currently registered with the U.S. Department of Labor, N.J. Department of Labor or a state apprenticeship agency for each craft or trade in which it apprentices. Contractor shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this certification. The individual, firm or business entity shall continue to participate in applicable Apprenticeship Programs for the full duration of the contract work. The Apprenticeship Program in which the individual, firm or business entity participates shall meet the following criteria:

- (1) The program has graduated at least (1) enrollee in each of the past three (3) years. If the program has not been in existence for three years, this requirement shall not apply until the program has been in existence for three (3) years. At that time, compliance with this criterion is required.
- (2) The program has graduated at least seventy-five (75%) percent of program enrollees in each of the past three (3) years.\*

j. The individual, firm or business entity provides health and hospital insurance plans, and if applicable, an ERISA compliant retirement plan.

\* Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program. The term "total number of enrollees" shall be computed by counting the total number of persons enrolled in approved Apprenticeship Programs for each separate trade or craft approved by the State of New Jersey. For example, the total number of enrollees in the electrical trade would consist of all persons currently enrolled in an approved Apprenticeship Program for electricians in the State of New Jersey. If the New Jersey based trade or craft conducts education classes outside the State, those attendees shall count as enrollees for purposes of this subparagraph. Enrollees who withdraw for reasons of military service, residence relocation, death, sickness or hardship as approved by the teaching staff shall not be counted as enrollees for purposes of calculating the graduation rate.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to law, including but not limited to a rejection of my bid, rescission, revocation and/or termination of the contract awarded to me.

Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**TOWNSHIP OF SOUTH BRUNSWICK**

**BID PROPOSAL FORM**

The undersigned bidder declares he has read the Notice to Bidders, Instructions to Bidders and Specifications attached; that he has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

**Generator Maintenance in accordance with the above listed Equipment Record/Proposal Sheets and hourly rate pricing.**

Accompanying this proposal is a certified check in the amount of \$\_\_\_\_\_, or a bid bond in the amount of \$\_\_\_\_\_, payable to the Township of South Brunswick which is to be forfeited as liquidated damages if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required.

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone\_\_\_\_\_

By\_\_\_\_\_

(Signature)

\_\_\_\_\_  
Name – Type or Print

Witness\_\_\_\_\_ Title\_\_\_\_\_

Date\_\_\_\_\_

On the attached sheet, please list three companies with whom your company has had business with in the past year and submit with bid proposal.

**REFERENCES**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_