

WYCKOFF/OAKLAND/FRANKLIN LAKES

**COOPERATIVE PRICING GROUP
NOTICE**

NOTICE IS HEREBY GIVEN, that competitive sealed bids for the furnishing & delivery of the below listed items will be received by the Township of Wyckoff, (Lead Agency) County of Bergen , New Jersey on Thursday, February 27, 2020 on or before 11:00 a.m. prevailing time in the second floor Court Room in Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey, 07481

**NEW, NEVER BEEN USED BEFORE, CURRENT MODEL
FIREFIGHTING EQUIPMENT (112 ITEMS)
AS SPECIFIED, OR APPROVED EQUAL**

Specifications may be obtained in the office of the Township Administrator, Room #106, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. All bidders must use and complete all bid forms and must comply with every requirement contained in the specifications.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, must be addressed to the Township of Wyckoff and plainly marked, "BID FOR FIREFIGHTING EQUIPMENT."

Each bidder is required to have a Business Registration Act certificate from the New Jersey Department of Treasury/Division of Revenue, 609-292-1730.

Bidders shall not submit bids with qualifying conditions or provisions.

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.

The Township Committee reserves the right to waive any technicalities in the bidding process in accordance with the law as may be deemed best for the interests of the Township of Wyckoff. The Township of Wyckoff also reserves the right not to consider any bids in accordance with the law. The contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements.

Joyce C. Santimauro
Municipal Clerk

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LEGAL ADVERT

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Section I - INSTRUCTION & REQUIREMENTS

1. The intent of this specification is for the Township of Wyckoff (the Lead Agency) to make contract awards to competent and qualified firefighting equipment suppliers who submit responsive and responsible bids reflecting the lowest individual unit price to supply the various new, never been used before, current model firefighting equipment specified in Section II.
 - A. Bidders are advised that the Township of Wyckoff (the Lead Agency) for the Wyckoff, Oakland and Franklin Lakes Cooperative Pricing Group is advertising for competitive bids and shall receive bids on behalf of the three participating contract units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either not consider any bid(s) not responsive to the specification or make awards to the lowest responsive and responsible bidder(s) for each separate individual unit item. The Lead Agency shall make a contract award resolution with the successful bidder(s) providing for two categories of purchases:
 1. The quantities purchased for the Lead Agency's own needs; and
 2. The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specification and prices set forth in the Lead Agency's Resolution of Contract Award.
 - B. The Lead Agency shall issue contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 - C. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s) and be responsible for any tax liability.
 - D. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
 - E. Items 1a through 1d have been stated so that each bidder is on notice as to the respective responsibilities and liabilities of the participating contracting units.

Section I (continued)

F. **The successful bidder shall furnish and deliver** firefighting equipment which they have been awarded contracts for, to the Lead Agency and the participating contracting units when ordered via a municipal purchase order, from date of award through December 31, 2020 at firm prices excluding all taxes, and including all transportation and delivery charges full prepaid F.O.B. destination, inside delivery, upstairs/downstairs with debris removed in accordance with the general specifications, requirements and schedules in the bid proposal at the following locations:

1. For the Township of Wyckoff: Attention Fire Department c/o Town Hall, 340 Franklin Avenue, Wyckoff NJ 07481
2. For the Borough of Oakland: Attention Fire Department c/o DPW Building, 63 Oak Street, Oakland, NJ 07436
3. For the Borough of Franklin Lakes: Attention Fire Department 480 DeKorte Drive, Franklin Lakes, NJ 07417

G. The Township of Wyckoff reserves the right to make awards on the basis of the lowest unit price for each individual item. Therefore, bidders are encouraged to provide their most competitive price on each and every individual unit item.

H. The quantities shown are approximate only, and the Township of Wyckoff and participating contracting units reserves the right to increase or decrease the quantities. These quantities are not intended to be either maximum or minimum requirements, rather estimated quantities as needed by the Lead Agency. The participating contracting units shall place orders between date of award and December 31, 2020, at the stated unit prices.

I. **Delivery**

- 1) Unit prices **include delivery and** remain firm for the above period in the 2020 calendar year for the participating contracting units to place orders.

J. The Township of Wyckoff has specified professional grade, current model firefighting equipment in the specification to encourage free, open and competitive bidding. If a brand name is listed, it is to be read as a brand name or approved equal.

Based on research, experience and the needs of the Township of Wyckoff Fire Department, the Township has determined the professional grade, current model firefighting equipment manufactured as described in the specification is of sufficient quality and durability required to perform the work of the Wyckoff Fire Department. For purposes of safety within the Township of Wyckoff and to allow for the ease of firematic procedures and for durability and long, useful life, the specifications reflect the needs of the Wyckoff Fire Department.

Section I (continued)

K.

Approximate Quantities: Year 2020

Category	WYCKOFF	OAKLAND	FRANKLIN LAKES
Bail Out	5 kits	0	0
Gloves	15 sets	12 sets	5 sets
Helmets	10 pcs	10 pcs	5 pcs
Hoods	20 pcs	4pcs	10 pcs
Tags PAS	24 pcs	6pcs	18 pcs
Boots	10 pairs	6 pairs	5 pairs
Mask	20 pcs	10 pcs	
Spare Bottles	20 pcs	13 pcs	5
Smoke	30 gal	5 gal	8 gal
Gallons of SEF	50 gal	25 gal	50 gal
511 Jackets	5 pcs	0	0
Replacement Blades	5 pcs	5 pcs	2 pcs
Linear Feet Of 5" Supply Hose	500	0	0
Linear Feet 1.5"/2.5" Attack Hose	500	500	500
Ryno cutter	3 pcs	2 pcs	1 pcs
Res-Q-jack	2 pcs	0	2
Gas Meter	2 pcs	0	2
Misc. Tools	10 pcs	10 pcs	10 pcs
Portable Scene Lights	3 pcs	1 pcs	2 pcs
Intake Valve	1 pcs	0	2 pcs
Hydrant Assist	1 pcs	0	1 pcs
Battery Fan	2 pcs	0	1 pcs
30 Minute Flares (36 flares per box)	10 boxes	5 boxes	8 boxes
Do Not Cross Tape	5 rolls	6 rolls	5 rolls
Police Line Tape	5 rolls	5 rolls	5 rolls
Fire Line (Do not Cross) Tape	5 rolls	0	0
Public Safety 5-point breakaway vest	5 pcs	5 pcs	5 pcs
F-500 Encapsulate! Agent	0	10 gal	0
Thermal Imaging Camera	2 pcs	2 pcs	2 pcs
Firefighting Flash Light	10 pcs	5 pcs	7 pcs

1. **PLEASE NOTE:** We have attempted to identify the estimated quantities of each item. However, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.S.A. 5:30-11.2 and 10. No minimum purchase is implied or guaranteed.

2. Bids must be submitted in ink or typewritten only.

3. The Proposal (cover) sheet must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.

Section I (continued)

4. In accordance with N.J.S.A. 52:25-24.2 submission of statement required for bidding on public contracts is required in the specific format of the Statement of Ownership Disclosure in this specification. No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, fax, email or verbal statement.

6. Payment for firefighting equipment will be made after receipt, inspection and acceptance of the firefighting equipment by the Fire Chief and within fifteen (15) calendar days of receipt of a properly certified and tabulated Lead Agency or participating contracting unit voucher after it is presented to the respective governing body for review and approved for payment at the respective governing body public meeting.

7. The Township reserves the right to award contracts on the basis of lowest individual unit prices.

8. The Township reserves the right to not consider any or all bids which are non-responsive to the bid specification and to waive any technicalities allowed by law and also reserves the right to select the successful bidder or bidders whose proposal does, in the opinion of the Township Committee, best meet the needs of the Township.

Section I (continued)

9. All firefighting equipment must be constructed with industry standard materials, professional grade quality and must be delivered within seventy (70) calendar days from receipt of a municipal purchase order.

10. The successful bidder(s) will be responsible for receiving purchase orders and furnishing and delivery of firefighting equipment after receiving notice by the Lead Agency that a contract has been awarded.

11. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside, "BID FOR FIREFIGHTING EQUIPMENT."

12. Any questions regarding this bid should be referred to Mr. Robert J. Shannon, Jr., Township Administrator, at 201-891-7000 on weekdays from 9:00 a.m. to 3:00 p.m.

13. During the performance of this contract:

- a. The parties to this contract agree to incorporate into this contract, the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975. C.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
- b. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Section 5.3

14. The Township of Wyckoff awards contracts or rejects all bids within sixty (60) days. Exception to this schedule would be in accordance with N.J.S. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for the sixty (60) days or longer or otherwise agreed to by the Township and the bidder.

15. The successful bidder(s) will be required to execute a purchase order contract which will include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be permitted in the purchase order contract documents, nor will any form of contract submitted by the successful bidder be accepted by the Lead Agency in lieu of the Lead Agency's form of contract. The successful bidder shall not change any specification conditions in any way during the contract period.

16. THE SUCCESSFUL VENDOR(S) SHALL NOT ASSIGN, CONVEY, TRANSFER, SUBLET OR OTHERWISE DISPOSE OF THE CONTRACT OR ANY PART AND/OR TO ANY OTHER PERSON, COMPANY OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE TOWNSHIP COMMITTEE.

Section I (continued)

17. Bids may be forwarded through the mail. However, the Lead Agency will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated.

The Lead Agency shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Lead Agency shall not be responsible for bidders' hand delivering bids who arrive late or to the wrong location.

18. THE SUCCESSFUL BIDDER(S) WHO'S BID IS ACCEPTED WILL BE HELD RESPONSIBLE FOR ANY LOSS OR ERROR ARISING FROM HIS FAILURE OR MIS-UNDERSTANDING OF THE REQUIREMENTS LISTED IN THE SPECIFICATIONS.

19. The successful bidder shall be responsible for providing an Affirmative Action valid employee information report or completing and providing to the Wyckoff Administrator an Affirmative Action 302 form after the bid opening and prior to the contract award.

20. Bidders shall sign the attached Non-Collusion Affidavit.

21. The contractor, by submitting a bid, attests to the fact that neither he or she, his or her company, nor any subcontractor are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and subcontractors).

22. Equal or tie bids. The Lead Agency reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of all participating contracting units.

23. Prices bid in all proposals shall be delivered prices, F.O.B. destination, freight prepaid, upstairs, downstairs, debris removed as specified in Item 1.

24. The Lead Agency and the member municipalities are exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and sales tax, and local taxes.

25. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that shall most economically serve the intentions of this bid.

26. No bidder shall be allowed to offer more than one price on each item even though he/she has two or more type of styles that will meet specifications. Bidders shall bid their new, never been used before, current model firefighting equipment as specified, or approved equal. If said bidder should submit more than one price on any item, all prices for that item shall be considered a non-responsive bid and therefore not considered for an award.

27. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should thereby any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.

Section I (continued)

28. It will be understood that all bids are based upon the specification unless the bidder stipulates to the contrary in letter form to be attached to bid submission. Bidder shall not type changes on bid specification forms. The letter shall point out in detail any and all deviations from the specification and how the deviations meets or exceeds the Lead Agency's service needs as listed in the specification.
29. When award of contract is made in one fiscal year with an effective date in the next fiscal year, award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.
30. The contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
31. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.
32. The successful vendor shall comply with all New Jersey State and Federal laws as they pertain to the performance required in this specification and contract award.
33. Bidders shall not change or modify any of the Lead Agency's requirements listed in this specification.
34. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
35. The provision or performance of goods or services under this specification and by the successful vendor, shall not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, nationality or disability.
36. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated. The Lead Agency shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Lead Agency shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
37. If the bidder bids the price in numbers different from the price in words, the Lead Agency will consider the price in words as the bidder's price.
38. No official, employee or agent of the participating contracting unit is permitted to accept gift(s) from vendors or others conducting business with the Lead Agency.

Section I (continued)

39. All materials or services furnished on a Purchase Order is specific and subject to the Lead Agency or the participating contracting units' inspection and approval within a reasonable time after delivery at the destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authority from the Lead Agency or the participating contracting units at their sole discretion. Material rejected will be returned at the vendor's risk and expense.

40. The Wyckoff Fire Chief who received the item(s) or service(s) is required to sign the Purchase Order, certifying all items were received in full as listed on the Purchase Order.

41. The Township can only purchase materials, supplies, equipment and vehicles via a fully executed Township of Wyckoff Purchase Order. Employees or officials do not have the authority to purchase on behalf of the Township of Wyckoff

42. The Township of Wyckoff does not pay any late fees or interest charges.

43. Should the bidders wish to state any exceptions or propose an approved equal to the specifications, he must do so on company letterhead attached to the formal bid referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions. The bidder shall explain in thorough and complete detail how the exception taken meets or exceeds the specification requirement. All must be neatly printed in ink or typed. Attaching sales information or specification sheet is not acceptable. It shall be clearly understood that if no exception or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Proposal Page and the technical specifications that exceptions and/or substitution or proposed equal are taken.

The bidders shall provide with the bid this information and in this form to allow the Township of Wyckoff to determine if the exception and/or deviation proposed by the bidder clearly meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Township Administrator to be a non-responsive bid to the specifications and will not be considered for an award.

All deviations shall include an attached sample of the proposed item to allow evaluation as to equivalency. Bid submissions that do not follow this procedure shall be considered non-responsive to the specifications and not be considered. Therefore, the bidder in completing a bid, understands this requirement and is fully aware that any deviation not listed on company letterhead, explaining and including an attached sample, will not be considered. The Township of Wyckoff shall be the sole determinant of what is an approved equal.

44. The Township's methodology for an award, if any, shall be to award contracts to the lowest responsive and responsible bidder(s) who provides the lowest responsive and responsible individual unit price per item.

45. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.

Section I (continued)

46. Upon expiration of this agreement, the terms of the agreement may be extended for such reasonable time as may be agreed upon by both parties, until such time as new proposals are received, accepted and awarded by the Township of Wyckoff. Such an extension shall not exceed ninety (90) days.

47. If an item or items need to be returned to the vendor due to the item being: a) damaged; b) incorrect item shipped or c) item not as per bid, the participating contracting unit shall advise the vendor within 36 hours of receipt of the item(s) of the need to return the item(s). The vendor is then required to provide for the pickup of said item(s) at the Town Hall and the replacement and shipping at the vendor's sole cost, if applicable, of said item(s) within ten (10) days to the participating contracting unit locations. All vendors are made aware of this procedure. All vendors submitting a bid agree to this procedure.

48. The proposal (cover) sheets must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.

49. The Township Committee of the Township Committee reserves the right to reject any and all bids in accordance with the law.

50. If the bidder bids the price in numbers different from the price in words, the Township will consider the price in words as the bidders' price.

51. No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or others conducting business with the Township of Wyckoff.

52. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and understand 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.

53. BUSINESS REGISTRATION CERTIFICATE

In accordance with P.L. 2009, C.315, bidders shall have obtained a Business Registration Certificate (BRC) issued by the New Jersey Department of Treasury, Division of Revenue. The BRC is required to be submitted after the bid opening but before the contract award.

Section I (continued)

54. AFFIRMATIVE ACTION REQUIREMENTS

a. If bidders are notified that they are a successful bidder, those bidders shall be required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 et seq.

b. A successful bidder shall submit to the Township of Wyckoff, one of the following three (3) documents:

- 1) A photocopy of a *valid letter* identifying that the contractor is operating
Under an existing federally approved or sanctioned Affirmative Action report.
- 2) A photocopy of a *Certificate of Employment Information Report* approval issued in accordance with NJAC 17:27-4, OR
- 3) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-4.

55. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label then in accordance with NJ Worker and Community Right to Know Law (NJSA 35:51 et seq., and NJAC 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.

56. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- NJSA 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- NJSA 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.
- NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

57. When a business entity has received \$50,000.00 or more in public contracts from public entities, the business entity shall file a report with the New Jersey Election Law Enforcement Commission (ELEC). www.elec.state.nj.us is the ELEC website.

Section I (continued)

58. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at the minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. Bidders are hereby made aware of the following statutes that represent the "Truth in Contracting Laws": NJSA 2C:21-34 et. seq., NJSA 2C:27-10 and NJSA 2C:27-11.

59. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.

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

- a. NJSA 2C:21-34 et. seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- b. NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- c. NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- d. Bidder should consult the statutes or legal counsel for further information.

61. The apparent low bidder shall be responsible to submit to the Township of Wyckoff Administrator the following documents after the bid opening when they are notified they are the apparent low bidder and before a contract award date. (Anticipated to be 02.06.18).

- a. In accordance with PL 2009, c. 315, a BRC issued by the NJ Department of Treasury, Division of Revenue. The apparent low bidder shall have obtained the BRC prior to the date of the award of contract.
- b. The apparent low bidder shall be responsible for providing an Affirmative Action valid employee information report or completing and providing to the Wyckoff Administrator an Affirmative Action 302 form or providing a valid and current letter identifying that the contractor is operating under an existing federally approved or sanctioned Affirmative Action Program after notification that they are the apparent low bidder and prior to the contract award date.

Section I (continued)

62. **Only the terms and conditions of this bid specification and the Wyckoff Municipal Purchase Order shall govern transactions.** The bidder shall not attach any other Terms & Conditions to their Bid Proposal. A bidder whose Bid Proposal attaches any Terms & Conditions shall be considered a non-responsive bid and that bid shall not be considered for an award.

63. In accordance with NJAC 17:44-2.2, the vendor, shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) year from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

64. **CAUTION:** Obtaining the plans and specifications from anyone other than the Township of Wyckoff may result in an inadequate or non-responsive bid if an addenda is issued and you are not on the distribution list of vendors.

65. **ANY VENDOR OBTAINING A COPY OF THIS SPECIFICATION FROM ANY SOURCE OR SERVICE OTHER THAN FROM THE TOWNSHIP OF WYCKOFF SHALL BE SOLELY RESPONSIBLE TO BE KNOWLEDGEABLE OF ALL ADDENDA, CANCELLATIONS OR POSTPONEMENTS RELATED TO THIS PROCUREMENT.**

The Township of Wyckoff shall not be responsible to issue addendas in accordance with the Local Public Contractor Law for vendors who have elected to obtain a specification from any non-municipal source. When a vendor obtains a specification from any source or service other than from the Township of Wyckoff, the vendor does not provide its contact information which allows the municipality to know who has obtained specifications should the municipality have to issue an addendum, cancellation or postponement notices.

66. **IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO BE KNOWLEDGEABLE TO ALL ADDENDA, CANCELLATIONS OR POSTPONEMENTS RELATED TO THIS PROCUREMENT.**

67. **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE COPIES OF ITS BUSINESS REGISTRATION CERTIFICATE (BRC) AND ITS AFFIRMATIVE ACTION COMPLIANCE EVIDENCE PRIOR TO THE DATE OF CONTRACT AWARD. BIDDERS ARE REQUESTED TO PROVIDE A COPY OF THEIR BRC AND A COPY OF THEIR AFFIRMATIVE ACTION COMPLIANCE EVIDENCE WITH THEIR BID SUBMISSION AS A CONVENIENCE AND NOT A REQUIREMENT.**

REQUIREMENTS OF VENDORS CONDUCTING BUSINESS WITH THE TOWNSHIP OF WYCKOFF &
REQUIREMENTS TO RECEIVE PAYMENT FROM THE TOWNSHIP OF WYCKOFF

TERMS AND CONDITIONS OF WYCKOFF MUNICIPAL PURCHASE ORDER CONTRACTS:

1. No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or others conducting business with the Township of Wyckoff.
2. All materials or services furnished on this Purchase Order are specific and subject to Township inspection and approval within a reasonable time after delivery at the Wyckoff destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authority from the Wyckoff Township Administrator. Material rejected will be returned at the vendor's risk and expense.
3. The quantity of material ordered must not be exceeded without prior written authority being first obtained from the Wyckoff Township Administrator. Back orders are prohibited!
4. Damage to any material not packed to ensure proper protection to same shall be charged to vendor. Packages must be marked plainly with shipper's name and Township's delivery destination. No charges are allowed for boxing or crating unless previously agreed upon in writing by the Township.
5. Failure of a Bidder to execute a Purchase Order awarded to him/her or to comply with any of the terms and conditions therein, may disqualify him/her from receiving future orders and shall be considered a breach.
6. The Township of Wyckoff when requesting a price quotation, shall request your most competitive price per item(s) only once. All prices quoted shall include all transportation, delivery and unloading costs fully prepaid, F.O.B. destination.
7. All materials, supplies equipment and vehicles shall be shipped F.O.B. destination, unloaded, inside delivery, upstairs/downstairs and debris removed. The Township will not pay freight or express delivery charges. Deliveries shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday at the location indicated on the Purchase Order.
8. The Township can only purchase materials, supplies, services, equipment and vehicles via a fully executed Township of Wyckoff Purchase Order. Employees or officials do not have the authority to purchase on behalf of the Township of Wyckoff.
9. All materials and supplies purchased must be labeled according to the NJ Worker & Community Right To Know Act, N.J.S.A. 34:5-1 et. seq. Specifically, 34:5A-30. Labels and MSDS sheets must be supplied upon delivery of the materials and/or supplies.
10. Vendor accepting this purchase order certifies compliance with federal and state regulations regarding equal employment opportunity without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality and prohibits discrimination on the basis of disability.
11. The Vendor acknowledges receipt of Affirmative Action Exhibit A and the vendor agrees to comply with NJSA 10:5-31 et. seq. and NJAC 17:27.
12. Your Business Registration Certificate according to P.L. 2004, C57 must be submitted to the municipality prior to conducting business with the Township.
13. The Township of Wyckoff complies with the NJ Prompt Payment Law for construction work. Visit the municipal website described below to submit a "Township of Wyckoff complete voucher" and other requirements.
14. Chapter 271, PL 2005 requires all business entities who receive \$50,000 or more from public contracts with public entities to file a report with the NJ Election Law Enforcement Commission. (ELEC) Additional information is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
15. Only the terms and conditions of this Municipal Purchase Order contract shall govern this transaction. The vendor shall not attach any other terms or conditions.
16. The vendor shall pay prevailing wage rates where applicable for public work.
17. All vendors doing business with the Township of Wyckoff must submit a completed W-9 Form Request for Taxpayer ID#.
18. It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act. Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State Laws concerning discrimination, harassment and civil rights.
19. All Vendors shall comply with Truth in Contracting Laws: NJSA 2C:21-34, 2C:27-10 and 2C:27-11.
20. In accordance with NJAC 17:44-2.2 the vendor, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
21. All vendors shall comply with the Township of Wyckoff Social Media Policy posted on www.wyckoff-nj.com and are prohibited from posting comments (information, articles and pictures) on the Township's social media sites including Facebook, YouTube and Twitter.
22. For all vendors utilizing or having access to Township secure, personal data and identification information – the vendor shall indemnify and be responsible for any liability or defense of breach should the Township's personal data or identification information be compromised as a result of the vendor's use of this information.

CLICK ON www.wyckoff-nj.com, then BIDS & JOBS for bidding opportunities, Wyckoff's requirement for compliance with the NJ Prompt Pay Law for Construction and vendor's responsibilities relative to Pay to Play and Wyckoff's Civil Rights Policy and Americans with Disabilities Act and Affirmative Action.

PAYMENT POLICY FOR NON-CONSTRUCTION SERVICES AND GOODS

1. Vendor must sign the Township of Wyckoff voucher (attached to the Purchase Order), certifying that their claim for payment is correct and the vendor accepts the terms and conditions as set forth herein. The vendor then immediately returns the Township voucher to the Township of Wyckoff Finance Department, Memorial Town Hall, Scott Plaza, Wyckoff, NJ 07481-1907 upon placement of order or furnishing the goods or services to the Township. Do not send the Township voucher and your invoice to the shipping address.
2. The Wyckoff Department Manager who received the item(s) or service(s) is required to sign the Purchase Order, certifying all items were received in full as listed on the Purchase Order.
3. Payments are approved by the Township Committee at its business meetings held on the first and third Tuesday of each month. Completed and signed Township vouchers must be submitted to the Finance Department at least one (1) week prior to the aforementioned meeting dates for payment consideration.
4. The Township of Wyckoff does not pay any late fees or interest charges, or return freight or restocking charges. The Township of Wyckoff is tax-exempt from Federal or State taxes under the provision of the New Jersey Sales & Use Tax Act (Chapter 30, Laws of 1960). Wyckoff's Tax Identification No. is: 22-600-2425. Require vendor 10.03.18.pol

ATTACHMENT 2
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Wyckoff, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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.

TOWNSHIP OF WYCKOFF CIVIL RIGHTS POLICY

It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.

Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

ATTACHMENT 1
N.J.S.A. 10:5-31 and N.J.A.C.17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
(Mandatory Affirmative Action Language)

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 that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency

Through the Division's website at www.state.nj.us/treasury/contract/compliance)

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

SECTION II

VENDOR NAME:

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edit date 2/20/2020

ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p> <hr/>
1	Bail Out System RIT Rescue Pocket Pack with 50' Kevlar Webbing, Fire AL4 Decender, Crosby Hook	<hr/>
2	Dragon Fire ALPHA-X-Structural Fire Gloves Gauntlet style XXS - 3XL	<hr/>
3	PROTECH 8 FUSION Short Cuff, structural fire fighting glove Sizes: XXS-3XL	<hr/>
4	Dragon Fire First Due Rescue Glove XXS -3XL	<hr/>
5	Ben 2 LR Low Rider Traditional Helmets, EZ-Flips, Leather Headband and Ratchet Cover, black nomex ear flaps, 8 trapezoids 3M™ Scotchlite™ lime, Stamped brass traditional eagle front holder for 6" front shield, helmet color Black, white or Yellow	<hr/>
7	Cairns N5A New Yorker Firefighting Helmet Leather with bourkes, sizes (medium and large), Color Black or white, Nomex chin strap with quick release and slide, tandard reflective trim, black nomex ear flaps, carved brass eagle front holder for 6" shield	<hr/>

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p> <hr/>
8	<p align="center">Bullard Traditions style helmet model USTM, Color (black, white or yellow), Lime yellow scotchlite reflective trim, Bourkes eye protection, black nomex ear flaps, Leather Brow pad, Brass Maple Leaf Holder 6"</p>	<hr/>
9	<p align="center">6"helmet shield Black with four rows top three red back ground white letters -1st TOWN NAME color white, 2nd FIRE DEPT, 3rd-large LINE NUMBER, bottom red back ground gold letters-FIRST INITIAL LAST NAME</p>	<hr/>
10	<p align="center">6"helmet shield orange with three rows white back ground black letters -1st TOWN NAME, 2nd PROBATIONAY, 3rd-large FIREFIGHTER's NAME,</p>	<hr/>
11	<p align="center">6"helmet shield WHITE with four rows top three red back ground white letters -1st TOWN NAME color white, 2nd RANK, 3rd-large LINE NUMBER, bottom red back ground gold letters-FIRST INITIAL LAST NAME</p>	<hr/>
12	<p align="center">6" custom hand painted Chief's helmet shield with department art work</p>	<hr/>
13	<p align="center">6"helmet shield Black one row of letter TOWN, open area for FDNY Style Insert</p>	<hr/>

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p>
14	FDNY Style Insert, orange, two lines Probationary Firefighter	<hr/> <hr/>
15	FDNY Style Insert, Blue, two lines Junior Firefighter	<hr/> <hr/>
16	FDNY Style Insert, black , recessed line number large	<hr/> <hr/>
17	Accountability Tags made out of durable plastic and engraved 4 lines with ring and clip	<hr/> <hr/>
18	Accountability Tags made out of durable aluminum and printed two sides side 1: department logo, dept name, firefighter name, line number side two: barcode with ring and clip	<hr/> <hr/>
19	PGI Cobra Classic Sure Fit Carbon Shield Hood	<hr/> <hr/>
20	PGI Cobra™ BarriAire™ Gold Particulate Barrier Hood The COBRA™ BarriAire™ . BarriAire Gold hoods combine an outer layer of PGI proprietary gold FR fabric and an inner layer of ultra-lightweight, DuPont™ Nomex® nano Flex fabric,	<hr/> <hr/>
21	Globe SUPPER LITE 14" Structural fire fighting boot with Optional VIBRAM® ARCTIC GRIP PRO outsoles	<hr/> <hr/>

VENDOR NAME:

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ITEM #	FIREFIGHTING EQUIPMENT Equipment Description	2020 VENDOR PRICE (Unit Price in Numbers)
22	PRO Warrington 14" Union Leather Bunker Boot model W-BT4139	_____
23	Fire-Dex fdxl-200 Boots Pull-on fire fighting boots	_____
24	Water Based Smoke Fluid Long Lasting ONE Gallon	_____
25	Fire Wipes On-Scene Firefighter Skin Decontamination Wipes individually wrapped Box of 12 wipes	_____
26	Fire Wipes On-Scene Firefighter Skin Decontamination Wipes individually wrapped Case of 24 Boxes of 12 wipes	_____
27	511 Tactical Responder High-Vis Parka dark navy with chest name plate and Fire Department name printed on the back of the jacket with heat transfer reflective lettering - SIZE SMALL to 2XLARGE	_____
28	511 Tactical Responder High-Vis Parka dark navy with chest name plate and Fire Department name printed on the back of the jacket with heat transfer reflective lettering - 3XL to 4XLARGE	_____

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p>
29	ANSI 207-2006 Hi-Vis Public Safety 5-point breakaway Vest with and Fire Department name printed on the back of the vest with heat transfer reflective lettering - SIZE SMALL to 3X LARGE	<hr/> <hr/>
30	SEF Fuel Non-Ethenol 4cycle (5gallon)	<hr/> <hr/>
31	SEF Fuel Non-Ethenol 2cycle 50:1 (5gallon)	<hr/> <hr/>
32	F-500 encapsulator agent (5gallon)	<hr/> <hr/>
33	FireHooks Unlimited 12" 12 tooth Wood Blade 1"arbor	<hr/> <hr/>
34	Warthog Ventilation Blade 12" 1" arbor with 7/8" spacer	<hr/> <hr/>
35	Cutters Edge Black Diamond Blade 12" 1"arbor	<hr/> <hr/>
36	Cutters Edge Black Diamond Blade 14" 1"arbor	<hr/> <hr/>
37	FIREHOOKS Unlimited Husky diamond Blade 14"	<hr/> <hr/>
38	FIREHOOKS Unlimited Husqvarna K12 rescue rotary saw with 14" or 12" guard(NO BLADE)	<hr/> <hr/>

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ITEM #	FIREFIGHTING EQUIPMENT Equipment Description	2020 VENDOR PRICE (Unit Price in Numbers)
39	Husqvarna K970 rescue rotory saw with 14" or 12" guard(NO BLADE)	_____
40	Diablo metal cut off disc-4.5"aluminum Oxide Blade 7/8"Arbor, Type 27, 1/8"Thick, model DBD045125701F	_____
41	Diablo metal cut off disc-4.5"aluminum Oxide Blade 7/8"Arbor, Type 1, 0.40"Thick, model DBD045040101F	_____
42	Diablo metal cut off disc-4.5"Diamod metal cut off Blade 7/8"Arbor, model DDD045D1A101F	_____
43	Dewalt- 4.5" small Angle Grinder- DWE4011 7AMP motor	_____
44	Key ECO10 5" x 100' lengths DP50-600 Double jacket ruber supply hose with 5" storz, in all colors with "Town Name" printed on hose, with 10 year warranty	_____
45	PER FOOT PRICE Key ECO 10**** 5" 5" hose w/ TWO 5" STORZ COUPLINGS INLUDED in all colors with "Town Name" printed on hose, with 10 year warranty	_____
46	Key PRO-FLOW **5" x 100' lengths RC50-450 Ruber 5" hose with 5" storz, in all colors with "Town Name" printed on hose, with 10 year warranty	_____

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p> <hr/>
47	<p align="center">PER FOOT PRICE</p> <p>Key PRO-FLOW **5" RC50-450 w/ TWO 5" STORZ COUPLINGS INLUDED with 5" storz, in all colors with "Town Name" printed on hose, with 10 year warranty</p>	<hr/>
48	<p>Key DP30-800H-ECO-50 3" x 50' all colors stamped with department name, Double Jacketed Attack Hose ECO-10 with 2.5" Couplings, "Town Name" printed on hose, with 10 year warranty.</p>	<hr/>
49	<p>Key DP25-800FDNY-50 2 1/2 x 50' all colors stamped with department name, Double Jacketed Attack Hose with 2.5" Couplings with "Town Name" printed on hose, 10 year warranty.</p>	<hr/>
50	<p>Key DP25-800H-50 2" x 50' all colors stamped with department name, Double Jacketed Attack Hose with .5" Couplings with 10 year warranty.</p>	<hr/>
51	<p>Key DP17-1000H-50 1.75 x 50' (Color TBD) Combat Ready Double Jacketed Premium Attack Hose with 1.5" Couplings with 10 year warranty.</p>	<hr/>
52	<p>Rhyno 14.4 RHYNO2 Windshield cutter soft carry kit</p>	<hr/>

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53	Res-Q-Jack texas trio STX-TX3P	_____
54	Res-Q-Jack spx-2crx Super X Deluxe 2-Car Kit	_____
55	Res-Q-Jack spx-jack	_____
56	Res-Q-Jack spx-EX41	_____
57	Scott AV-3000 HT W/(KVL R Head Harness 4 Strap with hand hole) 10 year warranty SIZES (SMALL - extra LARGE)	_____
58	Hanging Red Mask Bag with hook capable of fitting Scott AV-300 mask	_____
59	Scott Safety SCBA Cylinder 4500psi 30-Minute,CGA carbon wrapped, 15year life, 10 year warranty	_____
60	Scott Safety SCBA Cylinder 4500psi 30-Minute,CGA carbon wrapped, 30 year life, 10 year warranty	_____
61	Scott Safety SCBA Cylinder 4500psi 45-Minute,CGA carbon wrapped, 15 year life, 10 year warranty	_____

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p>
62	Scott Safety SCBA Cylinder 4500psi 45-Minute,CGA carbon wrapped, 30year life, 10 year warranty	_____
63	Scott Safety SCBA Cylinder 4500psi 60-Minute,CGA carbon wrapped, 15 year life, 10 year warranty	_____
64	Scott Safety SCBA Cylinder 4500psi 60-Minute,CGA carbon wrapped, 30year life, 10 year warranty	_____
65	Scott Safety EPIC 3 Voice Amplifier Communication Device	_____
66	Scott SAFETY RIT-Pak III 4500psi 200954-02 4500 (No Bottle)	_____
67	Scott/GMI - PS200 4gas LEL/O2/H2S/CO (with Pump) P/N 64141 "pumped" With accesory Rubber Boot Any color	_____
68	Scott/GMI - PS200 In vehicle mount Charging cradle catalog # 340-54	_____
69	Scott/GMI - PS200 accessories instrument charging/Comm clip Catalog # 340-54	_____
70	Scott/GMI - PS200 Auto Bump Calibration Station P/N 64052Q	_____

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p>
71	Scott/GMI - PS200 Combi Test Calibration Gas	
72	Draeger X-am CSE Kit Premium (US version), DRAEGER 8327116	
73	<p>Dräger Kit # 8327116 Includes: X- am 2500 Confined Space Kit for Ex, O2, CO and H2S (PN#4542260), X-am 125 Pump, 4.5' Telescoping probe, Tubing, Float probe 12' FKM tubing Cal/Bump Gas w/regulator, Cal/bump adapter, DIRA Comm and Cable Carrying case</p>	
74	Drager Calgas 4594655	
75	NRS NFPA rope rescue throw bag (75'of 3/8" floating rope in trow bag)	
76	Sensit 906-00000-08 Combustable gas leak detector none rechargeable Model: HXG-2d	
77	SENSIT 315-080003 Calibration Gas for the HXG-2, 0.5% CH4, 21L Model: 315-080003	

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ITEM #	FIREFIGHTING EQUIPMENT Equipment Description	2020 VENDOR PRICE (Unit Price in Numbers)
78	FLIR K33 thermal image camera with spare battery	_____
79	FLIR K33 12 volt vehicle charger	_____
80	FLIR K33 Spare Battery	_____
81	FLIR K2 thermal image camera with spare battery	_____
82	FLIR K2 Vehicle Charger 12 volt	_____
83	FLIR K2 Spare Battery	_____
84	Bullard Eclipse replacement battery	_____
85	Bullard T4X replacement battery	_____
86	MARSARS Ice Rescue Sled IRRS Kit A	_____
87	StreamLight Survivor Flashlight Replacement NiCad Battery Part# 90130	_____

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p>
88	<p align="center">StreamLight Vulcan LED Flashlight Lithium Ion Replacement Battery. Part# 44610</p>	<hr/> <hr/>
89	<p>StreamLight Vulcan 180 LED Flashlight Lithium Ion Replacement Battery. Part# 44351</p>	<hr/> <hr/>
90	<p align="center">Streamlight Survivor Flashlight Low Profile LED Rechargeable Light (all Colors) with 12vDC standard charger</p>	<hr/> <hr/>
91	<p align="center">Stream Light Knucklehead hand held spot light. Light only no charger (all Colors)</p>	<hr/> <hr/>
92	<p align="center">StreamLight Vulcan 180 LED flash light with - STD SYSTEM - 120V AC/12V DC, QUICK RELEAS STRAP - ORANGE Part# 44311</p>	<hr/> <hr/>
93	<p align="center">StreamLight Portable Scene Light II - 120V AC/12V DC Part# 46000</p>	<hr/> <hr/>
94	<p align="center">Streamlight Portable Scene Light Tele 72" Rapidly deployable and easily stowed, 5,300 lumens. Part# 45670</p>	<hr/> <hr/>
95	<p align="center">Akron Revel Scout Scene light kit (one Light, Two Batterys, Charger)</p>	<hr/> <hr/>

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p>
96	Akron Revel Scout Spare Battery	<hr/> <hr/>
97	Akron Revel Scout AC adapter	<hr/> <hr/>
98	FireHooks Unlimited 8LBS axe with Luminous Handle LUMINOUS FORCE AXE (LFA-8)	<hr/> <hr/>
99	FireHooks Unlimited 30" Pro Bar Halligan Part# PRO-BAR 30	<hr/> <hr/>
100	FireHooks Unlimited Original 6' NY Hook w/Pry end Part# RH	<hr/> <hr/>
101	FireHooks Unlimited 48"D-handle hose hook Part# HOSEHK48	<hr/> <hr/>
102	Badaxx Original 34" custom color The badaxx Tool	<hr/> <hr/>
103	ZICCO Z-Schlammer Tool Z-SCH-B-BR-8: 8# Black head/brown handle 8lbs	<hr/> <hr/>
104	Fire Hooks Unlimited Hydra Ram II Kit	<hr/> <hr/>
105	Elkhart Inline 1.5" Hi-Rise Gauge P/N 00689001	<hr/> <hr/>

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ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p> <hr/>
96	Elkhart inline 2.5" Hi-Rise Gauge P/N 00688001	<hr/>
97	FRC Spectra Max 120volt 28000 Lamp Head only P/N SPA100-K28	<hr/>
98	Thirty (30) minute Flares with wire frame- Box of 36	<hr/>
99	Roll of "DO NOT CROSS" yellow tape 3 in.x 1000 ft., 3 Mil. minimum	<hr/>
100	Roll of "POLICE LINE" yellow tape 3 in.x 1000 ft., 3 Mil.	<hr/>
101	Roll of "FIRE LINE (DO NOT CROSS)" yellow tape 3 in.x 1000 ft., 3 Mil.	<hr/>
102	BLOWHARD BH-20 PPV Battery operated fan	<hr/>
103	BLOWHARD BH-20 PPV replacement Battery	<hr/>
104	BLOWHARD COMMANDO Battery Operated PPV Fan	<hr/>
105	TFT-WT5NJ-NJ-NF WATER THIEF 2.5"ROCKER X 2.5"M DUAL 1.5"M SIDE PORTS	<hr/>

SECTION II

VENDOR NAME:

Complete & Return with Your Bid Submission

edit date 2/20/2020

ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p> <hr/>
106	<p align="center">TF-ARS5R2T2T2T OASIS HYDRANT ASSIST VALVE W/SHUTOFF A-4.5"SWIVEL HANDLE B/C1/C2-5.0"STORZ SWIVEL</p>	<hr/>
107	<p align="center">TFT - W-TFT-XXC-42NB Blitz Fire combo package triple stacked tips, no bracket</p>	<hr/>
108	<p align="center">TFT - BALL INTAKE VALVE Series JUMBO BIV 5.0"STORZ X 6.0"F AX3ST-NX-PS STORZ SWIVEL X SWIVEL HANDLE</p>	<hr/>
109	<p align="center">Percentage Discount off TASK FORCE TIPS current manufacturer's published catalog pricing as of for items not listed in this specification. (no Parts)</p>	<hr/>
110	<p align="center">Percentage Discount on AKRON current manufacturer's published catalog pricing for items not listed in this specification. (no parts)</p>	<hr/>
111	<p align="center">Percentage Discount on HARRISON most current manufacturer's published catalog pricing for items not listed in this specification.</p>	<hr/>

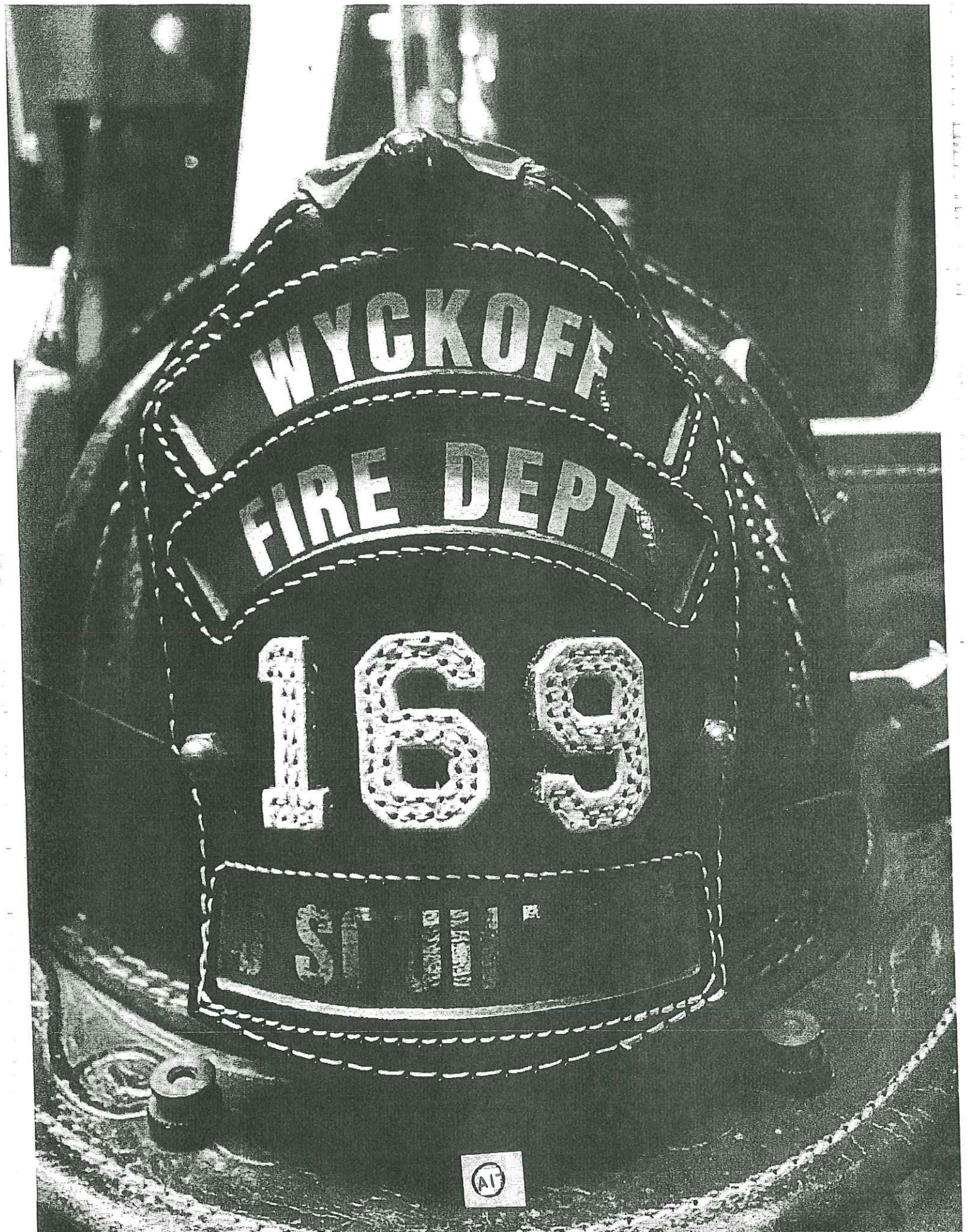
SECTION II

VENDOR NAME:

Complete & Return with Your Bid Submission

edit date 2/20/2020

ITEM #	<p align="center">FIREFIGHTING EQUIPMENT Equipment Description</p>	<p align="center">2020 VENDOR PRICE (Unit Price in Numbers)</p> <hr/>
111	<p>Percentage Discount on PERFORMANCE ADVANTAGE COMPANY TOOL MOUNTING SOLUTIONS most current manufacturer's published catalog pricing as of 01/31/19 for items not listed in this specification.</p>	<hr/>
112	<p>Replacement 5" x 18" Hanging Letter Patch for Lion or Globe Turn-Out Coat: The hanging letter patch shall be constructed of a double layer of outer shell material. ("ARMOR AP") The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape. Firefighters Last Name to be sawn on with Lime/Yellow Scotchlite. Price to include last name with up to ten letters using 3" Scotchlite or if name exceeds ten letters, change to 2" Scotchlite.</p>	<hr/>



WYCKOFF

FIRE DEPT

169

STILL



WYCKOFF

CAPTAIN

104

SAMANTEA



Frame

Helmet: Bullard UST-6

Body: Black

Bottom line: White Reflective Background, Black text "Franklin Lakes"



Passport

Black

White Reflective Sunken Letter

Following Numbers:

PLEASE MAKE PASSPORTS SEPARATE FROM FRAME AND WITHOUT PRE-DRILLED LOWER HOLES.

(A19)

Frame

Helmet: Bullard UST-6

Body: Black

Bottom line: White Reflective Background, Black text "Franklin Lakes"



Passport

Orange Insert (for above shield)

White Reflective Background, Black Text

Top Line: Probationary

Bottom Line: Firefighter

PLEASE MAKE PASSPORTS SEPARATE FROM FRAME AND WITHOUT PRE-DRILLED LOWER HOLES.



Frame

Helmet: Bullard UST-6

Body: Black

Bottom line: White Reflective Background, Black text "Franklin Lakes"



Passport

Blue Insert (for above shield)

White Reflective Background, Black Text

Top Line: Junior

Bottom Line: Firefighter

PLEASE MAKE PASSPORTS SEPARATE FROM FRAME AND WITHOUT PRE-DRILLED LOWER HOLES.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF

I _____

of the City of _____

in the County of _____

and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

Of The firm of _____

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(N.J.S.A. 52:34-15)

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this
Day of _____ 20____.

Notary Public of

My commission expires:

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets in the below format if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets in the below format if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets in the below format if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Wyckoff** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township of Wyckoff** to notify the **Township of Wyckoff, Municipal Administrator**, in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of Wyckoff** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

TOWNSHIP OF WYCKOFF

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revision, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of this notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

BID NAME: FIREFIGHTING EQUIPMENT

BID DUE DATE: THURSDAY, FEBRUARY 27, 2020

BIDDER NAME: _____

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Wyckoff under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the **Township of Wyckoff** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of Wyckoff** to notify the **Township of Wyckoff** in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Wyckoff** and that the **Township of Wyckoff** at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.

Signature

Print Name

Title

Date



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Amona
2. Bank Markazi Iran (Central Bank of Iran)
3. Bank Mellat
4. Bank Melli Iran
5. Bank Saderat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

List Date: July 30, 2019

(Page 1 of 3 Bid Proposal Pages)

**NEW, UNUSED, NEWEST OR BEST MODEL
FIREFIGHTING EQUIPMENT
AS SPECIFIED, OR APPROVED EQUAL
BID PROPOSAL SIGNATURE PAGES**

The undersigned, having read and carefully reviewed the Notice to Bidders, Instruction to Bidders and Technical Specifications and hereby agrees to **provide and deliver** Firefighting Equipment in accordance with the specifications.

THE UNDERSIGNED BIDDER HEREBY REPRESENTS TO THE TOWNSHIP OF WYCKOFF THAT HE HAS NOT DISCUSSED, COMPARED OR DISCLOSED HIS BID WITH ANY OR TO ANY OTHER BIDDER AND THAT THIS BID IS NOT IN ANY WAY DIRECTLY OR INDIRECTLY THE RESULT OF ANY FRAUD OR COLLUSION.

It is understood that the attached specifications are an integral part of our proposal. The undersigned company agrees to furnish and deliver the firefighting equipment all in accordance with the attached specifications and consistent with the shared services requirements contained in Item 1. We agree to comply with all the requirements of the specifications as to equipment quality and timeliness of delivery, as well as the appropriate Affirmative Action requirements. The attached ownership statement is completed and made part of this proposal.

Any exceptions to the specifications taken:

_____ YES

_____ NO

If YES, have you attached them to your bid proposal with samples and with a letter clearly explaining the substitution and stating the name and model?

_____ YES

_____ NO

Respectfully submitted,

Name of Corporation or Partnership (Print)

Address

E-mail address

Telephone #

Fax #

Attested by

SIGNATURE

Date

Print or Type Name and Title

Bidder's Tax ID #

*Prices quoted shall be firm, net exclusive of all use, sales and excise taxes and must include all transportation, delivery and unloading costs, fully prepaid, FOB destination – at the locations specified in Item 1 of these specifications, inside delivery, upstairs/downstairs and debris removed. The Registered Federal Excise number for the Township of Wyckoff is IRS 22-600-2425; for the Borough of Franklin Lakes - IRS 22-600-1815 and the Borough of Oakland - IRS 22-600-2171.

(Page 2 of 3 Bid Proposal Pages)

BID PROPOSAL PAGE 2
(When a Bidder is a Corporation)

CORPORATE RESOLUTION

BE IT RESOLVED that the _____ of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of submitting a bid to the **TOWNSHIP OF WYCKOFF** in accordance with bid specifications for:

FIREFIGHTING EQUIPMENT

I, SECRETARY of _____ a CORPORATION of the State of _____, hereby certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and held on _____, 20____, pursuant to and in accordance with the Certificate of Incorporation and by-laws thereof; that it has been not modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: _____, 20____

SECRETARY

(Page 3 of 3 Bid Proposal Pages)

BID PROPOSAL PAGE 3
(when Bidder is an Entity other than a Corporation)

CERTIFICATION WHEN BIDDER IS OTHER THAN A CORPORATION

State of _____

County of _____

I, _____
(Print Name)

certify that I am the _____
(State Title)

Of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

(Date)

NOTARY:

Subscribed and sworn to before me

at _____

this _____ day of _____ 20 _____

(Notary Public)

Commission Expires: _____

**TOWNSHIP OF WYCKOFF
 BID DOCUMENT SUBMISSION CHECK LIST**

This checklist is provided to assist bidders with submitting a bid which includes the items required for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted sealed bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

The Township of Wyckoff requires the following documents to be included with a bidder's sealed bid for this type of non-construction procurement.

Required with
 Submission of Bid
 (Owner's checkmarks)

	A Certificate from a Surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22
X	Non-Collusion Affidavit (page 16)
X	Firefighting Equipment Unit Price Specification List with prices stated (See Section II, pages A16-A21)
	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16
X	A statement of Ownership Disclosure, pursuant to <u>N.J.S.A.</u> 52:25-24.2 (pages 30-31)
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document. (page 19)
X	Business Registration Certificate required by P.L. 2004, c.57.
X	Certification – Disclosure of Investment activities in Iran. (pages 20-22)
X	Proposal Page with Bidder's signature (page 23-25)
X	If the bidder is a Corporation, bidder shall provide a completed Corporate Resolution certifying the person signing the bid has the authority to sign for the Corporation submitting the bid. (Bid Proposal, page 24)
X	If the bidder is an entity other than a Corporation, (Bid Proposal, page 25), shall be signed and notarized.