



**LOWER
ALLOWAYS CREEK
TOWNSHIP**

MUNICIPAL BUILDING
HANCOCK'S BRIDGE, NJ 08038
PHONE (856) 935-1549

10/31/13

TO: Interested Vendors

FROM: Kevin S. Clour

RE: Quote for modifying chimney

Dear Sir/Madam:

The Township is seeking quotes for the purchase & installation of a new stainless steel liner at the Township's Ambulance building. Additional terms and conditions are attached.

If you would like to submit a quote, kindly return it to me by no later than 10:30am, 11/18/13. Should you have any questions or comments prior to submission of a proposal, please contact me at (856)935-2556, ext 621.

Sincerely, .

LAC TOWNSHIP

A handwritten signature in black ink, appearing to read "Kevin S. Clour".

Kevin S. Clour

CFO/Purchasing Agent

TERMS & CONDITIONS:

1. Parties agree that all statutes of the State of New Jersey relating to public contracts, including but not limited to statutory provisions for affirmative action, rules and regulations promulgated by the State Treasurer are made a part of this proposal.
2. Vendors will be required to submit with their quote the following:
 - a) a copy of their NJ Business Registration Certificate
 - b) completed AA statement (Exhibit A)
3. The Township is exempt from all state and Federal sales tax.
4. All proposals must be returned no later than 10:30AM on Monday, 11/18/13 for consideration. The Township is not responsible for lost or misdirected proposals. Bids can be mailed to P.O. Box 157, Hancocks Bridge, NJ 08038 or personally dropped off at the Municipal Building.
5. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
7. It is the intent and purpose of these specifications to describe the type of chimney desired by the Township of Lower Alloways Creek and to list all requirements necessary for entering into contract for providing the specified service as provided herein and as applicable in the proposal page.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of quotes and selection of the most responsible vendor.

If and wherever a brand name appears in these specifications, it is to establish the grade or quality of product desired. The Township does not wish to rule out equivalent brands or products and therefore will accept an equivalent product provided the vendor can furnish sufficient documentation that their product in fact meets or exceeds these specifications.

8. Qualification of Vendor

Each vendor shall furnish proof that he/she or it has at least five (5) years previous experience. The Township may, but shall not be required to, waive the requirement of at least five (5) years previous experience where the Township is satisfied that the vendor is fully capable of providing the required services to the Township. The Township shall reject any quote if its investigation fails to satisfy the Township that a vendor is qualified to carry out the obligations of this proposal and to complete the services detailed herein. Each vendor must complete and sign the Vendor's Questionnaire included herein and made a part of this proposal. Failure to complete, sign and deliver the Vendor's Questionnaire at the time of the submission of their quote will cause rejection of their proposal.

9. Withdrawal or Modification of Bid Prohibited

Except as provided by law in the case of mistake, no proposal may be withdrawn, altered or otherwise modified after it has been duly submitted with or at the office of the Township Purchasing Agent.

10. Indemnification of the Township

The successful vendor shall indemnify and save the Township of Lower Alloways Creek harmless from and against all suits, claims, actions, or judgments for any injury or damaged sustained or alleged to have sustained by any party or parties by reason of the use of defective material, furnished or delivered under this proposal to be awarded hereunder, or by or on account of any act of omission or commission of any contractor, his/her, its or their agents or employees; and, in case any suit shall be brought against the Township of Lower Alloways Creek, the Contractor shall immediately take charge of and defend same at his/her, its or their own cost and expense. The Township of Lower Alloways Creek may, if it so desires, defend the action and charge the expense of defense to the Contractor.

11. Award of Contract

Contract will be awarded within ten (10) business days after the receipt of quotes.

12. Proposal Page

Vendors are to complete and return the proposal page included with this bid package.

13. Site inspection

Vendors are to arrange a site inspection with PW Foreman Lewis Fogg in order to fully familiarize themselves with all aspects of this proposal. No allowance will be given after the receipt of proposals because the prospective vendor did not acquaint themselves with the location for each new unit. Mr. Fogg can be reached at (856)935-5252, ext 10 or via email at foreman-lac@comcast.net. Site inspections will be afforded interested parties the week of 11/4 thru 11/13.

17. Insurance

Vendor will be required to provide proof of Worker's Compensation Insurance, General Liability & Motor Vehicle Liability in a comprehensive form with a minimum \$500,000 limit. Each naming the Township has an additional insured.

18. Time for Completion

Vendors are to indicate the number of days that will be needed to complete all work involved with this proposal after receipt of a purchase order.

PROPOSAL PAGE

TO: THE MAYOR AND TOWNSHIP COMMITTEE OF
LOWER ALLOWAYS CREEK

The undersigned hereby declares that he has examined the information for vendors and the terms & conditions for delivery & installation of a new chimney and proposes to provide same as indicated in this proposal for the following price(s):

\$ _____ - TOTAL

Days from order for completion _____
Respectfully submitted,

Name of Company _____

Address _____

Contact person _____

Telephone/fax _____

Bid submitted by _____

Signature _____

Title _____

Date _____

State Contract# _____
(if applicable)

Work to include the following:

- 1) Remove existing clay tiles from masonry chimney
- 2) Install 7 inch Homesaver Ultra Pro Stainless Steel (or equal) liner
- 3) Install 7 inch stainless steel tee with removable snout to make connection from liner to heater pipe
- 4) Install 7 inch stainless steel collar-plate to support liner at top of chimney
- 5) Install 7 inch collar-plate cap with screen
- 6) Pour thermix insulation around stainless steel liner (Twp will supply water for mixing)
- 7) Clean all debris and flue liners
- 8) Install new galvanized pipe from furnace to liner
- 9) Pull any/all permits

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

VENDOR DATA SHEETS

The Bidder states that he has carefully examined the specifications and that he has fully informed himself regarding all conditions pertaining to the work to be done, and that he will furnish all labor and material and assume all responsibilities even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

1. The number of years your firm has been performing the specified services:

2. The location of your office that will be responsible for managing this contract:

Name: _____

Address: _____

Phone: _____

3. The name and telephone of a responsible individual that can be contacted at all times if service or information is required by the Owner:

Name: _____

Address: _____

Phone: _____

4. The name and telephone of references for this type of service rendered by your firm

Name: _____

Address: _____

Phone: _____

The Name and telephone numbers of references presently under contract for this type of service are as follows:

<u>Company</u>	<u>Length of Contract</u>	<u>Contact Person and Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Please provide a listing of contracts your firm has lost during the last three (3) years with reason for termination.

	<u>Client</u>	<u>Reason Terminated</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

7. Bidder's signature below attests that he is familiar with all aspects of this contract and the equipment to be serviced:

Signature: _____

Name (Please Print): _____

Company: _____

Address: _____

City: _____

Telephone number: _____

8. The Bidder hereby verifies that he attended the mandatory Pre-Bid Conference held _____.

Bidder's Signature: _____

9. The Bidder hereby acknowledges the receipt of the following issues of Addenda, if any:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Respectfully submitted,

NOTE: If the Bidder is a corporation, the President or other head officer shall sign and affix the corporate seal to be attested to by the Secretary.

Legal Name of Corporation

Business Address

(SEAL)

Signature of President or Other
Head Officer & Title of Such Officer

ATTEST:

Signature of Secretary

Date _____

NOTE: If the bidder is an unincorporated firm or partnership, it shall be signed by the firm or partnership name and also by all partners or members of the firm in their individual names.

Legal Name of Firm or Partnership

Business Address

Name of Owner or Partner

Name of Owner or Partner

Date _____

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by:

Name of Firm: _____

By: _____

Title: _____

Date: _____