

SPECIFICATIONS AND PROPOSAL FOR
THE PURCHASE AND DELIVERY OF FIRE HYDRANTS
FOR THE
BOROUGH OF TOTOWA
COUNTY OF PASSAIC, NEW JERSEY
REBID
2024

Mayor John Coiro
Council President Louis D'Angelo
Councilman Anthony Picarelli
Councilman William Bucher, Jr.
Councilman John F. Capo
Councilman Patrick Fierro
Councilman Sanders Reynoso

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BOROUGH OF TOTOWA
Municipal Complex
537 Totowa Road at Cherba Place
Totowa, New Jersey 07512
(973) 956-1009

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BOROUGH OF TOTOWA
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received for the purchase and delivery of Mueller A-423 Super Centurion 250 Fire hydrants or approved equivalent for the Borough of Totowa. The fire hydrants will be purchased as needed by the Borough of Totowa Department of Public Works.

The bids will be received and publicly opened at the Municipal Complex, 537 Totowa Road at Cherba Place, Totowa, New Jersey on Thursday, April 11, 2024, at 10:00 a.m. prevailing time, or as soon thereafter as may be possible.

Bid documents are on file and may be examined at the office of the Municipal Clerk of the Borough of Totowa, 537 Totowa Road at Cherba Place, Totowa, New Jersey, Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. Copies of specifications may be obtained at the office of the Municipal Clerk. Copies of specifications may be obtained at the office of the Municipal Clerk or on-line at www.totowanj.org.

Bids must be made on the proposal form provided. Each proposal must be submitted in a sealed envelope bearing the name and address of the bidder and the name of the contract being bid upon on the outside of the envelope. The bid shall be addressed to Municipal Clerk, Borough of Totowa, 537 Totowa Road at Cherba Place, Totowa, New Jersey 07512.

The bid must be accompanied by a bid guarantee in the form of a Certified Check, Bid Bond or Cashier's Check for not less than 10% of the total bid amount, but not in excess of \$20,000.00.

This contract is subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27-1 et seq.

Sealed bids for this contract are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

JOSEPH WASSEL, RMC
BOROUGH OF TOTOWA MUNICIPAL CLERK

1. INSTRUCTION TO BIDDERS

1.1 THE BID

The Borough of Totowa is soliciting bid proposals from contractors interested in providing all necessary services, labor and materials for the purchase and delivery of Mueller A-423 Super Centurion 250 Fire hydrants or approved equivalent for the Borough of Totowa. The fire hydrants will be purchased as needed by the Borough of Totowa Department of Public Works. ("DPW") in accordance with the terms of these bid specifications. The hydrants will be installed by the DPW.

1.2 PREPARATION OF BIDS

Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or combination thereof, etc... Bidders must quote on all items and they are warned that failure to do so will disqualify the bid.

1.3 CHANGES IN THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date of acceptance of bids, be published in the Herald News.

1.4 INTERPRETATION AND ADDENDA

No interpretations of the meanings of any portion of the bid documents will be made to any prospective bidder orally. Every request for an interpretation or correction of the bid documents shall be made in writing addressed to "Municipal Clerk, Borough of Totowa, Municipal Complex, 537 Totowa Road at Cherba Place, Totowa, New Jersey 07512" and to be given consideration, must be received at least eight (8) days prior to the date fixed for the opening of bids. Notice of interpretations or corrections and any supplemental instructions in the form of written addenda to the bid documents will be published in a legal newspaper and/or mailed to bidders at their respective addresses furnished for such purposes, certified, not later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. The failure of any bidder to receive any such addenda or interpretation shall not release said bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the bid documents. Only the written interpretations, corrections and addenda so given by the Municipal Clerk shall be binding, and the prospective bidders are warned that no other officer, agent or employee of the Borough is authorized to give information concerning, or to explain or interpret, the bid documents.

1.5 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk at the Borough of Totowa Municipal Complex, 537 Totowa Road at Cherba Place, Totowa, New Jersey, on Thursday, April 11, 2024, at 10:00 a.m, prevailing time or as soon thereafter as may be possible. Bids must be delivered by hand or by mail to the Municipal Clerk no later than 10:00 a.m. on Thursday, April 11, 2024. All bids will be date and time stamped upon receipt. The bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any bid proposal received after the date and time specified will be returned, unopened, to the bidder.

1.6 WITHDRAWAL OF BIDS

Please be advised that any bid opened and read becomes public information. No bid or proposal having been submitted, opened and read can be withdrawn for a period of thirty (30) days without the express written permission of the Borough.

1.7 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Bid Proposal - All copies properly executed.
2. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000.00 payable to the Borough of Totowa.
3. Non-collusion Affidavit.
4. Stockholder's Statement of Ownership.
5. Consent of Surety.
6. Affirmative Action Affidavit.
7. Business Registration Certificate.
8. Statement of Compliance with Specifications.
9. Addendum Acknowledgment, if applicable.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the bid specifications into parts is merely for convenience and ready reference; all parts of the bid specifications shall constitute a single document.

1.8 RIGHT TO REJECT PROPOSAL

The Borough of Totowa reserves to itself the right to reject all proposals pursuant to N.J.S.A. 40A:11-3.2. In the event of failure on the part of the bidder to whom the contract has been awarded to execute the contract, the Borough reserves the right to award the contract to the next lowest responsible bidder without further advertising.

1.9 PRICES TO COVER

- A. The price bid shall cover the cost of supplying all necessary services, labor and materials together with all equipment and tools for the purchase and delivery of Mueller A-423 Super Centurion 250 Fire hydrants or approved equivalent for the Borough of Totowa. The fire hydrants or approved equivalent shall be the manufacturer's latest design and production. It shall include all costs of insurance, bond and other charges incidental to the work. All blank spaces for unit prices, extended totals, summation and lump sums in the proposal forms must be completed in ink or typewritten. All erasures or other physical changes in the bid shall be signed or initiated by the bidder. Any omissions in unit prices and/or totals may be considered NO BID if not so noted.
- B. In the event that there is a discrepancy between the unit prices and the extended total, the unit price shall prevail. The Borough of Totowa will pay and the contractor shall receive the prices stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all the materials and performing all the labor which may be required in the prosecution and completion of the work in the contract as described and specified.
- C. In accordance with N.J.S.A. 54:32B-1 et seq., the Borough of Totowa is a public agency exempt from sales and use taxes. The contractor must issue Contractors Exempt Purchase Certificate (ST-13) to his suppliers.

2. DEFINITIONS

"Bid Guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal payable to the contracting unit, insuring that the successful bidder will enter into a contract.

"Bid Proposal" means all documents, proposal forms, affidavits, certificates and statements to be submitted by the bidder at the time of the bid opening.

“Bid Specifications” means all documents requesting bid proposals for the purchase and delivery of one Mueller A-423 Super Centurion 250 Fire hydrants or approved equivalent.

“Business Organization” means an individual, partnership, joint stock company, trust, corporation or other legal business entity or successor thereof.

“Business Registration” means a business organization certificate issued by the Department of Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of the Treasury.

“Certificate of Insurance” means documents showing that an insurance policy has been written and includes a statement of the coverage of the policy.

“Consent of Surety” means a promissory note guaranteeing that if the contract is awarded, the surety will provide a performance bond.

“Contract” means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal and the bid specifications.

“Contract Administrator” is the person authorized by the contracting unit to administer contracts for the Borough of Totowa.

“Contracting Unit” means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishings or hiring of any materials or supplies required, the costs or contract price of which is to be paid with or out of public funds.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with a contracting agency.

“Department of Public Works (DPW) Superintendent” is the person authorized by the contracting unit to observe the equipment furnished.

“Governing Body” means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of, a municipality as further defined at N.J.S.A. 40A:11-2.

“Legal Newspaper” means a publication, as defined at N.J.S.A. 35:1-2.1, selected by the contracting unit for publishing advertisements for municipal contracts. This shall include the Herald News.

“Proposal Forms” means those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency.

“Surety” means a company that is duly certified to do business in the State of New Jersey and is qualified to issue bonds in the amount and the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.S.A. 40A:11-1 et seq. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid proposals shall be hand-delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the public advertisement for bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Totowa in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions, as follows:
 1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in Sections 1 and 2 above;

- b. The authorization specifies either an individual or a position having the responsibility for the overall operation of the business.

D. Any bid proposal that does not comply with the requirements of the bid specifications and N.J.S.A. 40A:11-1 et seq., shall be rejected as non-responsive.

3.2 BID GUARANTEES

A bid guaranty in the form of a bid bond, cashier's check or certified check, made payable to the Borough of Totowa in the amount of ten percent (10%) of the total bid amount submitted, not to exceed twenty thousand dollars (\$20,000.00), must accompany each bid proposal. All bid guarantees shall be accompanied by an executed consent of surety from an acceptable surety company agreeing to furnish the required performance and maintenance bonds upon the award of contract. In the event that the bidder to whom the contract is awarded fails to enter into the contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Totowa.

3.3 BUSINESS REGISTRATION CERTIFICATE

A business registration certificate issued by the New Jersey Department of the Treasury, Division of Revenue or such other form or verification that a contractor or subcontractor is registered with the Department of the Treasury must accompany each bid proposal. A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency.

3.4 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provision, amendments or other changes attached or added by the bidder to any of the provisions of these bid specifications or any changes by the bidder on the proposal forms shall result in the rejection of the bid proposal by the Municipal Council of the Borough of Totowa.

3.5 "OR EQUAL" SUBSTITUTIONS

Whenever the work specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to approval of the Borough of Totowa.

3.6 COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the bid proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.7 CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must exercise and submit as part of the bid proposal a "Non-Collusion Affidavit" which at 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 the statements in awarding the contract.

3.8 ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all bid proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Municipal Council of the Borough of Totowa may not award a contract until all tabulations are complete.

4. AWARD OF CONTRACT

4.1 GENERALLY

- A. The Municipal Council of the Borough of Totowa shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Borough of Totowa, be held for consideration for such longer period as may be agreed.

- B. The contract will be awarded to the bidder whose bid price is the lowest responsible bid.
- C. The Municipal Council of the Borough of Totowa reserves the right to reject any bid not prepared and submitted in accordance with the provision hereof, and to reject any and all bids. In that event the Municipal Council of the Borough of Totowa rejects all bids, they shall publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the acceptance of bids.

4.2 **NOTICE OF AWARD AND EXECUTION OF CONTRACT**

Within fourteen (14) calendar days of the award of contract, the Borough of Totowa shall notify the successful bidder in writing at the address set forth in the bid proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Totowa to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 **PERFORMANCE BOND**

The successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than one hundred percent (100%) of the value of the contract. The bond shall be conditioned that he shall comply in all respects with the terms and conditions of his contract, and his obligations thereunder, including the specifications, and shall indemnify and save harmless the Borough against or from all damages, injury or cost expenses, or loss which the Borough may be subjected by reason of any wrongdoings, misconduct, want of care or skill, negligence or default upon the part of the tenant, his agents or employees, in or about the execution of this contract or the performance thereof. The successful bidder shall provide said performance bond to the Municipal Clerk at the Borough of Totowa Municipal Building, 537 Totowa Road at Cherba Place, Totowa New Jersey 07512 prior to or concurrent with the delivery of the executed contract but no later than ten (10) days after receipt of the contract.

4.4 **AFFIRMATIVE ACTION REQUIREMENTS**

The parties of this Contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

4.5 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

- A. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:
1. The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
 2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
 3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- B. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

4.6 ANNUAL DISCLOSURE OF POLITICAL CONTRIBUTIONS

All businesses are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.26 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

4.7 AMERICAN GOODS AND PRODUCTS

The successful bidder shall comply with any and all "Buy American" statutes, regulations and requirements of all applicable Federal and State Law, including N.J.S.A. 40A:11-18 which provides that only manufactured products of the United States, wherever available, be used.

4.8 COMPETENCE OF EMPLOYEES

The contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Totowa shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of employee's employment pursuant to the contract must possess the correct valid New Jersey driver's license for the type of vehicle operated.

4.9 INSURANCE REQUIREMENTS

The contractor shall not make any deliveries under this contract until he has obtained all insurance coverages as required herein. Such insurance must be provided by a company or companies authorized to do business and qualified to engage in the insurance business of the State of New Jersey and approved by the Borough of Totowa.

The contractor shall not allow any subcontractor to make any deliveries under this contract until all similar insurance requirements of the subcontractor have been obtained and approved.

The contractor prior to making any deliveries, shall furnish the Borough of Totowa with current certificates of insurance for all coverages required and such certificates shall contain the following provisions:

- A. Indemnification: The contractor shall indemnify and hold harmless the Borough of Totowa, its officials, agents and servants from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments or decrees arising from or as a result of any damage or injury to persons and/or property arising from or caused by, in whole or part, directly or indirectly, the contractor, his agents, servants, independent contractors or subcontractors, in any manner, whether by negligence or otherwise.

- B. Worker's Compensation Insurance: The contractor shall secure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees. Said policy or policies shall include Employer's Liability Protection with a limit of not less than \$500,000.

C. Public Liability and Property Damage Insurance: The contractor shall secure and maintain during the life of the contract, Comprehensive General Liability Insurance as will protect him, the Borough of Totowa and their agents from claims for damages of bodily injury, including accidental death, as well as for claims of property damage which may arise from any act, omission or operations under this contract, whether by the contractor, or by any subcontractor or by anyone directly or indirectly employed by either of them.

The policy shall be written to include Contractual Liability and Products Liability Insurance.

The limits of liability shall not be less than one million (\$1,000,000.00) dollars per occurrence for Bodily Injury Liability and one million (\$1,000,000.00) dollars per occurrence for Property Damage Liability.

D. Umbrella Policy: The contractor shall secure and maintain during the life of this contract, Umbrella Liability Insurance as will protect him, the Borough of Totowa and their agents from claims for damages of bodily injury, including accidental death, as well as for claims of property damage which may arise from any act, omission or operations under this contract, whether by the contractor, or his subcontractors.

The limits of liability shall not be less than one million (\$1,000,000.00) dollars per occurrence for Bodily Injury Liability and one million (\$1,000,000.00) dollars per occurrence for Property Damage Liability in excess of the limits of the other liability policies.

In each and every instance above, the Borough of Totowa is to be furnished a certificate of insurance covering each policy which certificate should contain a provision that in the event of cancellation, the Borough of Totowa is to receive a notice of such intended cancellation twenty (20) days in advance of such cancellation of the original policy without such notice to the Borough of Totowa is shall be ineffective.

4.10 CERTIFICATES

Upon notification by the Borough of Totowa, the lowest responsible bidder shall supply to the Municipal Clerk of the Borough of Totowa, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

4.11 INDEMNIFICATION

- A. To the fullest extent permitted by law, the contractor shall indemnify, defend and hold harmless the Borough of Totowa and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right of obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Borough of Totowa or any of their agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.12 TIME OF COMPLETION

The equipment under this contract shall be delivered to the Borough of Totowa Department of Public Works building, 136 Furler Street, Totowa, New Jersey 07512 within the time specified in the bid but no later than one hundred fifty (150) calendar days from the date the Notice to Proceed is issued. It is mutually agreed and understood by and between the parties that time is an essential part of this contract and that if the contractor shall fail to complete the work or any part thereof within the time established, the Borough may retain as liquidated damages as a result of such delay, from monies that are or which may become due the said contractor, such sum per day as specified in the contract for each and every day, Saturdays, Sundays and legal holidays exempted, the completion of the work be delayed beyond the time specified herein for such completion. The completion time shall include, but not be limited to, the time necessary to order, process and deliver all equipment contemplated under this contract and all else necessary and incidental in connection with the performance of this contract.

4.13 ASSIGNMENT OF CONTRACT

The bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Municipal Council of the Borough of Totowa agrees to the assignment or other disposition.

5. GENERAL CONDITIONS

5.1 DELIVERY HOURS

Monday to Friday, 7:00 a.m. to 3:00 p.m., except legal holidays. All equipment as specified is to be delivered to the Borough of Totowa Department of Public Works building, 136 Furler Street, Totowa, New Jersey 07512.

5.2 LAW AND ORDINANCES

The contractor shall keep himself fully informed of, and shall carefully observe and comply with all State, County and local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies having any jurisdiction or authority over the work, and shall indemnify and save harmless the Borough of Totowa and all its officers, agents and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

5.3 COORDINATION

The contractor shall coordinate his operations with those of the Borough of Totowa DPW Superintendent.

5.4 CANCELLATION

This contract may be cancelled by the Borough of Totowa for failure of the contractor to make prompt delivery or to comply with the specifications.

5.5 DISPUTES

In accordance with N.J.S.A. 40A:11-1 et seq., all applicable disputes arising under this contract shall first be submitted to non-binding arbitration before being submitted to a Court for adjudication. This provision does not prevent the Borough of Totowa from seeking injunctive or declaratory relief in Court at any time.

5.6 LIENS

The contractor agrees that he will furnish the Borough of Totowa with satisfactory evidence that all persons who have done work or furnished materials under this agreement and are entitled to a lien, therefore, have been fully paid off and are no longer entitled to such lien. The Borough of Totowa may withhold payment in the event claims are filed or it has reasonable evidence indicating the probability of claims being filed.

5.7 FINAL ESTIMATE AND FINAL PAYMENT

- A. Upon delivery and acceptance of the equipment, the contractor shall file a final invoice stating the compensation earned by the contractor. Final payment will not be released until the warranty is submitted and approved by the Borough of Totowa and the contractor agrees to the final estimate and affixes his signature thereto. The Borough of Totowa reserves the right to disregard claims for compensation submitted by the contractor after the date of the final estimate. The date of final acceptance of the work shall be when the final payment is ordered paid by the Borough of Totowa.
- B. Payment will be made for the equipment, ordered and accepted by the Borough of Totowa.
- C. The acceptance of the final payment by the contractor shall be and operate as release for all things done or furnished in connection with this work and for every act of the Borough of Totowa. This payment shall not operate to release the contract or his Sureties from any obligation under this contract.

5.8 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the contractor of final payment shall be and shall operate as a release to the Borough of Totowa of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with this work and for every act and neglect of the Borough of Totowa and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the contractor or its sureties from any obligations under the contract documents or the performance, payment bonds and warranties.

5.9 WARRANTIES

Each piece of equipment and all components thereof shall be warranted by the manufacturer(s) in writing to be free from all defects in material, workmanship and imperfections in their manufacture. Upon award of the contract, the successful bidder shall supply a copy or copies of the manufacturer's ten (10) year warranty or warranties as set forth in the specifications. Failure to provide the warranties as outlined throughout these specifications shall be cause to terminate the contract.

BIDDING DOCUMENT CHECKLIST

ITEMS LISTED BELOW MUST ACCOMPANY THIS BID OR PROPOSAL UNLESS OTHERWISE INDICATED. FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THESE ITEMS MAY RESULT IN REJECTION OF THE BID OR PROPOSAL. PLEASE CHECK ALL ITEMS BEFORE SUBMITTING:

- _____ 1. Proposal - All copies properly executed.
- _____ 2. Statement of bidder's qualifications, experience and financial ability.
- _____ 3. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Totowa.
- _____ 4. Stockholder Statement of Ownership.
- _____ 5. Non-Collusion Affidavit.
- _____ 6. Consent of Surety.
- _____ 7. Affirmative Action Affidavit.
- _____ 8. Statement of Compliance with Specifications.
- _____ 9. Business Registration Certificate.
- _____ 10. Addendum Acknowledgment, if applicable.

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

BID PROPOSAL FORM

TO: MAYOR AND COUNCIL OF THE BOROUGH OF TOTOWA

**FOR: PURCHASE AND DELIVERY OF MUELLER A-423 SUPER CENTURION
250 MODEL FIRE HYDRANT, AS SPECIFIED:**

1. **4'6" MUELLER A-423 SUPER CENTURION 250 MODEL FIRE
HYDRANT, AS SPECIFIED**

MAKE: _____

MODEL: _____

BID AMOUNT:\$ _____

(Write Out Amount)

DELIVERY TIME: _____

2. **5'0" MUELLER A-423 SUPER CENTURION 250 MODEL FIRE
HYDRANT, AS SPECIFIED**

MAKE: _____

MODEL: _____

BID AMOUNT:\$ _____

(Write Out Amount)

DELIVERY TIME: _____

3. **6'0" MUELLER A-423 SUPER CENTURION 250 MODEL FIRE HYDRANT, AS SPECIFIED**

MAKE: _____

MODEL: _____

BID AMOUNT:\$ _____

(Write Out Amount)

DELIVERY TIME: _____

NOTE:

- A. The prices shall be typed or printed in ink in both words and in figures for each and every item, wherein quantities are given, may be held to be informal and may be rejected. In case of any discrepancy between the price written in words and that given in figures, the price written in words shall be considered as the bid. In case of error in extensions, the unit price shall be considered as the bid.

What the Price is to Cover: The price is to include and cover the purchase and delivery of equipment called for by this contract and specifications, costs of bond(s) and/or warranties required, and all other expenditures incidental or necessary to the faithful performance of this contract. The contractor shall supply said equipment, to the total satisfaction of the Borough of Totowa at a price agreed upon and fixed by the terms of this contract.

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

**BIDDER'S AFFIDAVIT
IF A CORPORATION**

ATTEST:

SIGNATURE AND TITLE

OFFICER'S SIGNATURE AND TITLE

CORPORATE SEAL

INDIVIDUAL SIGNATURE

NOTE: THE PERSON SIGNING AS OFFICER MUST ALSO SIGN INDIVIDUALLY.

WARNING:

IN THE EVENT THAT THERE IS ONLY ONE (1) OFFICER OF A CORPORATE BIDDER AND REQUIREMENTS (2) ABOVE CAN NOT BE SATISFIED, THE CORPORATION SUBMITTING THIS BID MUST:

- (1) **HAVE A NOTARY PUBLIC ATTEST TO THE SIGNATURE OF THAT OFFICER SUBMITTING THE BID ON BEHALF OF THE CORPORATION; AND**
- (2) **ATTACH A COPY OF ITS RESOLUTION AUTHORIZING THE SUBMISSION OF THIS BID ON BEHALF OF THE CORPORATION.**

STATEMENT OF COMPLIANCE WITH SPECIFICATIONS

ANY AND ALL EXCEPTIONS TO THE PLANS AND SPECIFICATIONS CONTAINED HEREIN OR ADDITIONS OR OPTIONS OFFERED THERETO MUST BE LISTED ON THIS FORM WITH EXPLANATIONS WHERE APPROPRIATE.

Where plans and specifications stipulate or show items of a certain make and model (or approved equal), design, construction, material, rating, etc., the bidder must state and/or describe on this form the make and model number, design, construction, material rating, etc., of the items he/she proposes to furnish WHICH DIFFER from that which is specified or required and must submit appropriate descriptive brochures, drawings and/or plans, as are available. Bidder's submissions shall be as complete as possible to permit comparison with all criteria and requirements contained in the plans and specifications. All brochures, drawings, plans, etc., to be submitted shall be noted on this form and shall become part of the contract after award of contract.

In the event the space provided on this form is insufficient, the bidder shall submit additional numbered sheets as required, reference to which shall be made on this sheet. Such additional sheets shall become part of the contract after award of contract.

The party below named, as bidder, declares that he/she has examined the form of contract, plans and specifications and information for bidders hereto attached and that he/she proposes and agrees to furnish and/or construct all such items as are specified herein in the manner required with such exceptions **ONLY** as may be noted below. If no exceptions, write the word "NONE". In either case, the name and title **MUST** be affixed below.

THE INDIVIDUAL EXECUTING THIS FORM ON BEHALF OF THE BIDDER MUST SIGN BELOW AND AFFIX HIS/HER TITLE.

SIGNATURE

NAME AND TITLE

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
_____ day of _____,
2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____.

Note:
A partnership must give firm name and signature of all partners. A corporation must give full corporate name, signature of official and corporate seal affixed.

STOCKHOLDER STATEMENT OF OWNERSHIP

New Jersey Public Law 1977, Chapter 33, requires each corporation or partnership submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name and address and percentage ownership of each individual owning ten percent (10%) or more of the corporation or partnership. The form or an appropriate listing on the bidders letterhead containing similar information, must be included in the bidders proposal when the bid is originally submitted.

(Name of Corporation or Partnership) Print

(Address of Record) Print

<u>Name</u>	<u>Address</u>	<u>Percentage Owned</u>

I certify that the foregoing information is correct.

Signature

Title

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership must be listed on a supplemental sheet on the bidder's letterhead.

The full names and residences of all persons interested in this bid as principal are as follows:

Contractor's Legal Status: (Corporation, partnership, joint venture, or individual operating under a trade name.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and as Surety, are hereby held and firmly bound unto the Borough of Totowa in the penal sum of ten percent of the bid amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Totowa a certain Bid, attached hereto, and made a part hereof, to enter into a contract in writing for the purchase and delivery of the purchase and delivery of Mueller A-423 Super Centurion 250 Fire hydrants or approved equivalents.

NOW, THEREFORE,

- A) If said Bid shall be rejected, or, in the alternate,
- B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract to be prepared by the Borough Attorney (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of the said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having their corporate seals to be hereto affixed and these presents to be signed by their proper corporate officers, the day and year first set forth above.

Principal:

_____ (L.S.)

Surety: _____

By: _____

CONSENT OF SURETY

In consideration of the premises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and guarantor for its faithful performance, and shall execute a bond in the form required by N.J.S.A. 2A:44-14, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Owner County, New Jersey, against loss due to the failure of the Contractor to meet the stipulations of the contract, contract documents, and the bond, and to guarantee payment to all persons performing or furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said Borough of Totowa _____ any difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Borough or Township may hereafter be obliged to pay the corporation, person or persons to whom a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these presents to be signed by its duly authorized officers, this _____ day of _____, 2024.

ATTEST:

BY: _____

(Surety) (Seal)

ATTEST:

COUNTERSIGNED: BY: _____

(Bidder's signature and Business address)

QUESTIONNAIRE

This questionnaire must be filled out and submitted with as part of the Bid Proposal for the purchase and delivery of the purchase and delivery of Mueller A-423 Super Centurion 250 Fire hydrants or approved equivalent for the Borough of Totowa. Failure to complete this form or to provide any of the information required herein may result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the questions being answered.

1. How many years has the bidder been in business under your present name?

2. List any other names under which the bidder, its partners or officers have conducted business in the past five (5) years.

3. Provide a list of three (3) Municipalities as references that have been supplied with an equal Fire Hydrant and associated equipment as specified in this bid. Experience will be verified using the references listed below:

Name of Municipality: _____

Address: _____

Contact Person (include name, title and telephone number): _____

Make, Model and Fire Hydrant Bid: _____

Name of Municipality: _____

Address: _____

Contact Person (include name, title and telephone number): _____

Make, Model and Fire Hydrant Bid: _____

The undersigned hereby agrees to complete all work within the number of calendar days listed below from the date of notice to begin work, which will be forwarded to the contractor by the Borough of Totowa. He further agrees that the Borough of Totowa may, without recourse or other legal action, retain from the monies that are or may become due the amount stipulated below for each and every calendar day, Saturdays, Sundays and legal holidays excepted, that the completion of the work may be delayed beyond the time stipulated below. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the Borough of Totowa due to such delay for extra costs due to engineering or other expenses. The schedule of completion dates and amount for liquidated damages are as follows:

CALENDAR DAYS TO COMPLETE	LIQUIDATED DAMAGES
180	\$1,000.00

Upon request the bidder will be expected to amplify the statements contained herein as necessary to satisfy the Borough of Totowa concerning his ability to successfully perform the work in a satisfactory manner.

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of said bidder or any other bidder or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Borough of Totowa or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof, and that no member of the Borough of Totowa's officials or employees of said Borough of Totowa is interested directly or indirectly in the bid or in any portion of the bid, nor in the contract or in any part of the contract which may be awarded the undersigned on the basis of such bid.

Signed this _____ day of _____, 2024.

Bidder

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

(SEAL)

(Seal is required if Bidder is a Corporation)

Title

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

The contractor and the Borough of Totowa (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.

**BOROUGH OF TOTOWA
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

APPENDIX "A"

TECHNICAL SPECIFICATIONS

FOR

THE PURCHASE AND DELIVERY OF FIRE HYDRANTS

FOR THE BOROUGH OF TOTOWA

OR APPROVED EQUIVALENT

INTENT OF SPECIFICATIONS

It is the intent of these specifications to provide for the purchase and delivery of the purchase and delivery of Mueller A-423 Super Centurion 250 fire hydrants or approved equivalent that is the manufacturer's latest design and production to be installed by the Borough of Totowa Department of Public Works ("DPW"). This specification is not to be interpreted as restrictive but rather as a measure of the quality and performance against which all bids will be compared.

In comparing proposals, consideration will not be confined to cost only. The successful bidder will be one whose product is judged to best serve the interests of the Borough when price, product safety, quality and delivery are considered. The Borough of Totowa reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or brand that is equal or superior to Mueller A-423 Super Centurion 250 Fire hydrants as specified. Decisions of equivalency will be at the sole interpretation of the Borough of Totowa's DPW Superintendent. A blanket statement that the equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed are to be submitted with the proposal. All modifications made to be standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review.

USE OF BRAND NAMES IN THESE SPECIFICATIONS

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

GENERAL

The specification herein states the minimum requirements of the Borough. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Borough of Totowa may consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Borough to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specifications. All variances, exceptions and/or deviations shall be fully described in the appropriate section.

FIRE HYDRANT SPECIFICATIONS

Fire hydrants purchased and delivered shall meet or exceed all applicable requirements and tests of the latest revisions of ANSI/AWWA Standard C502. Fire hydrants shall meet all test requirements and be listed by Underwriters Laboratories, Inc. Fire hydrants shall all test requirements and have full approval of Factory Manual. In addition, fire hydrants shall meet the following requirements:

1. Fire hydrants shall be rated for a working pressure of 250 Psig (1725 kPa).
2. Fire hydrants shall be of the compression type, opening against the pressure and closing with the pressure. They shall have a 5 ¼" main valve opening and a minimum inside lower/upper barrel diameter (I.D.) of 7" to assure maximum flow performance. Pressure loss at 1,000 GPM shall not exceed 250 psi through a 4.5" pumper nozzle.
3. The fire hydrant shall be painted red. Fire hydrants shall be a three-way in design, having one 5" Storz pumper nozzle and two 2 ½" Hose Nozzles GA 8-294. The nozzles shall thread counterclockwise into hydrant barrel utilizing o-ring seals. A stainless steel nozzle lock shall be in place to prevent inadvertent nozzle removal. The 5" Storz pumper nozzle shall be integral to the hydrant and installed at the fire hydrant manufacturing facility prior to hydrostatic testing. The Storz nozzle shall meet or exceed AWWA C502, NFPA-1963 and must be UL Certified and FM approved for the use on the fire hydrant.
4. The bonnet assembly shall provide an oil reservoir and lubrication system that automatically circulates lubricant to all stem threads and bearing surfaces each time the hydrant is operated. This lubrication system shall be sealed from the waterway and any external contaminants by use of o-ring seals. An anti-friction washer shall be in place above the thrust collar to further minimize operating torque. The oil reservoir shall be factory filled with an FDA approved, non-toxic oil lubricant which can remain fluid through a temperature range of -60 Degrees Fahrenheit to +150 Degrees Fahrenheit.
5. The operating nut shall be a one piece design, manufactured of ASTM B-584 bronze. It shall have a 1 3/32" pentagon shape nut. The operating nut shall be affixed to the bonnet by means of an ASTM B-584 bronze hold down nut. The hold down nut shall be threaded in such a manner as to prevent accidental disengagement during the opening cycle of the hydrant. The use of set screws as a means of retention is unacceptable. A resilient weather seal shall be incorporated into the hold down nut, for the purpose of protecting the operating mechanism from the elements.

6. The opening direction shall be right. An arrow shall be cast on the bonnet flange to indicate the specified opening direction. The hydrant bonnet shall be attached to the upper barrel by not less than eight bolts and sealed by an o-ring.
7. Hydrants shall be a "traffic-model" having upper and lower barrels joined at the ground line by a separate and breakable "swivel" flange providing 360 Degree rotation of upper barrel for proper nozzle facing. This flange shall employ no less than 2 grooves to ensure proper breakage. The safety flange segments shall be located under the upper barrel flange to prevent the segments from falling into the lower barrel when the hydrant is struck. The pressure seal between the barrels shall be an "o" ring. The proper ground line shall be cast clearly on the lower barrel and shall provide not less than 18" of clearance from the centerline of the lowest nozzle to the ground.
8. The operating stem shall consist of two pieces, not less than 1 1/4" diameter (excluding threaded or machined areas) and shall be connected by a stainless safety coupling. The safety coupling shall have an integral internal stop to prevent the coupling from sliding down into the lower barrel when the hydrant is struck. Screws, pins, bolts or fasteners used in conjunction with the stem couplings shall also be stainless steel. The top of the lower stem shall be recessed 2" below the face of the safety flange to prevent water hammer in the event of a "drive over" where a vehicle tire might accidentally depress the main valve.
9. The lower barrel shall be an integrally cast unit. The use of threaded on or mechanically attached flanges is deemed unacceptable. The hydrant bury depth shall be clearly marked on the hydrant lower barrel.
10. Composition of the main valve shall be a molded rubber having a durometer hardness of 95 +/-5 and shall be reversible in design so either side can be used. This will provide a spare in place. Plastic (polyurethane) main valves are unacceptable. The main valve shall have a cross section not less than 1".
11. The upper valve plate, seat ring and drain ring must be bronze and work in conjunction to form an all bronze drain way. A minimum of two internal valves and two external drain openings are required. These drain openings shall work with two drain valves which drain the barrel when the hydrant is closed and seal shut when the hydrant is opened. These drain valves shall be an integral part of the one piece bronze upper valve plate. They shall operate without the use of springs, toggles, tubes, levers or other intricate synchronizing mechanisms. Seat rings shall be o-ring pressure sealed and shall have two lugs on top which are sufficient for seat wrench engagement.
12. All brass components in contact with potable water must be made from either CDA/UNS Brass Alloys C89520 or C89833 with a maximum lead content of .25 % by weight.

13. The hydrant shall have a 6" ductile iron mechanical joint shoe. A minimum of six bolts and nuts are required to fasten the shoe to the lower barrel.
14. The interior of the shoe including the lower valve plate and stem cap nut shall have a protective coating that meets the requirements of AWWA C-550. A stem cap nut shall be utilized and must be locked in place by a stainless steel lock washer or similar non-corrosive device that will prevent the cap nut from backing-off during normal use.
15. Hydrants shall be warranted by the manufacturer against defects in materials or workmanship for a period of 10 years from the date of manufacture. The manufacturing facility of the hydrant must have current ISO certification and shall have been manufacturing and selling this model hydrant for a minimum of five years.
16. Hydrants shall be made in the U.S.A. The hydrant's castings including the bonnet, upper barrel, lower barrel and shoe must be made in the U.S.A.
17. Hydrants shall be the Mueller A-423 Super Centurion 250 model or approved equivalent.
18. Certification shall be provided confirming compliance to these specifications, including the use of low lead brass, hydrant configuration and domestic castings as referenced above. Certification shall be provided by a licensed professional engineer and/or an officer of the hydrant manufacturing company. The certification shall reference the Borough of Totowa, the project and/or bid the hydrants are designed for and the hydrant warranty.
19. Delivery dates for the hydrants bid must be provided or the bid will be deemed "non-responsive" and rejected without further review.

APPENDIX "B"
SAMPLE CONTRACT

THIS CONTRACT, made this _____ day of _____, 2024, by and between the BOROUGH OF TOTOWA, a Municipal Corporation having its principal place of business at 537 Totowa Road at Cherba Place, Totowa, New Jersey 07512, hereinafter referred to as "BOROUGH" and _____, having its principal place of business at _____, hereinafter referred to as "VENDOR."

WITNESSETH

WHEREAS, the Borough of Totowa Department of Public Works ("DPW") Superintendent has recommended that fire hydrants be purchased as needed on an annual basis; and

WHEREAS, the Mayor and Council of the Borough of Totowa have determined that there is an on-going need for this equipment for the safety and well-being of the residents of the municipality; and

WHEREAS, the Mayor and Council of the Borough of Totowa did advertise for receipt of sealed bids in accordance with the specifications entitled "Specifications for the Purchase and Delivery of Fire Hydrants for the Borough of Totowa, County of Passaic, New Jersey, 2024"; and

WHEREAS, the Borough of Totowa did receive sealed bids at its Municipal Building on _____; and

WHEREAS, VENDOR submitted a bid for the equipment called for in the specification, a copy of which is on file in the office of the Borough of Totowa Municipal Clerk; and

WHEREAS, the Mayor and Council of the Borough of Totowa by Resolution No. _____ dated _____, 2024 have authorized the execution of this Contract with respect to the purchase and delivery of this equipment; and

WHEREAS, the BOROUGH hereby desires to set forth the terms and conditions of such retention.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Retention of Brent Material

The BOROUGH hereby retains VENDOR and VENDOR hereby agrees to be retained by the BOROUGH to furnish the services set forth in Section 2 hereof (the "Professional Services") in accordance with the terms set forth herein.

2. Professional Services

The services to be provided hereunder shall be based on the proposal submitted by VENDOR, a copy of which is on file in the office of the Borough of Totowa Municipal Clerk.

3. Compensation

For any and all services the BOROUGH requires VENDOR to perform, the BOROUGH agrees to compensate VENDOR pursuant to the Fee Schedule set forth in their proposal.

4. Term and Termination

The term of this Contract shall be effective as of the date of the Resolution adopted by the Governing Body of the Borough of Totowa authorizing said contract on November 13, 2018. This Contract may be terminated by the BOROUGH, with or without cause, upon three (3) days written notice to VENDOR. In the event of termination of this Contract, the BOROUGH shall only be responsible to pay VENDOR compensation for services rendered up to the date of VENDOR receipt of written notice of termination.

5. Business Registration Certificate

- A. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:
- i. The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor.
 - ii. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used.

iii. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

B. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

6. Independent Contractor Status

The parties hereto acknowledge that VENDOR and all of its employees are independent contractors and not agents, representatives or employees of the BOROUGH.

7. Assignment

The rights, duties and obligations of VENDOR hereunder may not be assigned.

8. Applicable Law

This Contract shall be governed by the laws of the State of New Jersey without giving effect to principles of conflicts of law.

9. Non-Discrimination

The parties of this Contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

10. Indemnification: Contractor's Insurance Requirements

A. Indemnification

VENDOR shall indemnify, hold harmless, and defend the BOROUGH, its officers, directors, agents, employees and servants from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses,

judgments or decrees arising from or as a result of any acts, errors or omissions by BRENT MATERIAL, its agents, servants, independent contractors or subcontractors.

B. General Liability Insurance

VENDOR shall secure and maintain during the life of this contract general liability insurance for itself and all staff with a limit of not less than one million (\$1,000,000.00) per claim and aggregate.

11. Other Contracts

This Contract supersedes all prior understandings and contracts between the parties. It may not be amended orally, but only by a writing signed by the parties hereto.

12. Non-Waiver

No delay of failure by either party in exercising any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

13. Headings

Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

14. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Notices

All notices, requests, demands and other communication provided for by this Contract shall be in writing and shall be deemed to have been given when mailed at any general branch United States Post Office enclosed in a certified postpaid envelope and addressed to the address of the respective party stated herein or to such changed address as the party may have fixed by notice.

IN WITNESS WHEREOF, both parties hereto have executed this Contract as of the date first set forth above.

ATTEST:

BOROUGH OF TOTOWA

JOSEPH WASSEL, RMC
MUNICIPAL CLERK

By: _____
JOHN COIRO
MAYOR

ATTEST:

VENDOR

By: _____

ACKNOWLEDGMENT OF THE MAYOR

STATE OF NEW JERSEY)
)
COUNTY OF PASSAIC) SS:

On this _____ day of _____, 2024, before me personally came and appeared MAYOR JOHN COIRO, to me known, who, being duly sworn, did depose and say that he is the Mayor of the BOROUGH OF TOTOWA described in and who executed the foregoing instrument; that he knows the seal of said instrument is such seal; that it was so affixed by order of the said Municipal Corporation and he signed his name thereto by like order.

KRISTIN M. CORRADO
An Attorney-at-Law of New Jersey

ACKNOWLEDGMENT OF THE CLERK

STATE OF NEW JERSEY)
)
COUNTY OF PASSAIC) SS:

On this _____ day of _____, 2024, before me personally came and appeared JOSEPH WASSEL, RMC, to me known to be the Clerk of the BOROUGH OF TOTOWA described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of the said Municipal Corporation.

KRISTIN M. CORRADO
An Attorney-at-Law of New Jersey

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

On this _____ day of _____, 2024, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the _____ of VENDOR, the Company described in and which executed the foregoing instrument; and that he signed his name thereto by like order.

Signed and sworn before me on this
____ day of _____, 2024.

Notary Public of the State of New Jersey

MY COMMISSION EXPIRES: _____