

Purchase Order

Board of Fire Commissioners Fire District No. 2
 Township of Moorestown
 229 N. Lenola Road
 Moorestown, NJ 08057

No. 2015-101

Date: 00/00/0000

Vendor: Pierce Manufacturing, Inc.
P.O. Box 2017
Appleton Wisconsin 54912

Fire District No. 2 Twp of Moorestown
229 N. Lenola Road
Moorestown, NJ 08057

Vendor #: _____

Payment Terms: _____

Ship Via: _____

Delivery Fees: _____

Qty. Ordered	Description	Unit Price	Total Price
1	Arrow Heavy Duty Rescue Pumper		
	through Houston-Galveston Area Council		
	(H-GAC) Interlocal Contract FS12-13		
	per HGACBuy Contract Pricing Worksheet		-
	(see attachment A).		
	P.O. is subject to Pierce Manufacutring,		
	Inc.'s compliance with the attached New		
	Jersey statutory requirements (see		
	attachement B).		
	The vendor shall maintain all documentation		
	related to products, transactions or services under		-
	this conract 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		
	Controller upon request.		-
	Sub Total		-
	Shipping		
	Grand Total:		-

Special Instructions: _____

 Purchaser

 Authorized Signature

HGACBuy		CONTRACT PRICING WORKSHEET		Contract No.:	FS12-13	Date Prepared:	05/20/15
		For MOTOR VEHICLES Only					
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Fire District #2 Township of Moorestown			Contractor:	Pierce - Glick Fire		
Contact Person:	Robert Grant, Fire Chief			Prepared By:	Ralph Rehrig		
Phone:	856-235-9022			Phone:	610-287-3066		
Fax:	856-235-7839			Fax:	717-299-4324		
Email:	chief3130@comcast.net			Email:	ralph.rehrig@glickfire.com		
Product Code:	UC06	Description:	Pierce Arrow Pumper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$405,078.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Subtotal From Additional Sheet(s):					\$256,734.00		
Subtotal B:					\$256,734.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Subtotal From Additional Sheet(s):					\$98,938.00		
Subtotal C:					\$98,938.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					For this transaction the percentage is:		15%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:		760750	=	Subtotal D:	\$760,750.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Chassis Pre-Payment Discount		-\$10,653.00	Aerial Pre-Payment Discount				
100% Pre-Payment Discount		-\$19,836.00	Trade Inn Allowance				
					Subtotal F:		-\$30,489.00
Delivery Date:		9-10 months		G. Total Purchase Price (D+E+F):			\$732,261.00

Pulse Number	Qty	Description	Published Options	Unpublished Options
101		Transmission with Retarder	\$9,577.00	
117	1	Additional air tank	\$307.00	
118	1	Cummins 400 ISL hp to 500 hp	\$25,499.00	
202		Aluminum Wheels Front	\$1,751.00	
203		Aluminum Wheels Rear	\$2,701.00	
205	1	Electric Windows	\$871.00	
209	1	Intercom WIRELESS SYSTEM	\$8,180.00	
210	5	Handsfree SCBA Brackests	\$3,245.00	
211	1	Camera System	\$1,817.00	
212	1	Raised roof	\$1,903.00	
214	1	Q2B Siren	\$3,547.00	
215	1	Safety System	\$8,574.00	
230	1	Weatherband Radio	\$1,156.00	
310	1	Husky 12 Foam System	\$24,327.00	
312	1	Hercules Foam	\$27,888.00	
313	2	Foam cell 20 gallon	\$2,662.00	
315	1	Foam By-pass to extenda-gun	\$3,020.00	
401	1	Front inlet	\$6,147.00	
402	1	Bumper Line Front	\$2,886.00	
403	1	Extended Bumper	\$2,346.00	
406	2	add 2.5 suction	\$2,134.00	
409	1	Large Discharge rear	\$4,693.00	
410	1	Large Discharge right	\$3,997.00	
415	2	add additional 2.5 or 3 rear hosebed discharge	\$5,632.00	
420	1	1500 gpm pump	\$5,014.00	
420	1	Increase pump 1250 to 1500	\$5,014.00	
425	1	Speedlays with trays	\$6,229.00	
429	1	Extenda-gun 18"	\$3,620.00	
450	2	Cord Reel	\$3,704.00	
454	1	Hose bed cover, vinyl	\$851.00	
461	6	Adjustable Shelf slide-out	\$960.00	
462	2	Tool Boards	\$3,482.00	
463	2	Slide-out Floor tray	\$1,424.00	
464	6	Adjustable Slide-out tray	\$4,734.00	
477	1	Kussmaul 20 Eject	\$445.00	
479	1	Kussmaul Charger	\$1,507.00	
481	1	LED Compartment Lights	\$2,668.00	
482	1	LED Underbody perimeter lights	\$1,791.00	
483	1	LED Visor Light	\$1,762.00	
484	2	LED Recessed Lighting	\$3,478.00	
487	3	Triple SCBA Compartments	\$2,376.00	
557	1	10 KW Hydraulic Generator	\$18,991.00	
569	1	LED 120 Volt Pole light	\$13,152.00	
934	1	LED Emergency Lighting Upgrade	\$11,890.00	
970	1	Add electric or Hydraulic Ladder Rack	\$8,782.00	
2505	1	Map box		\$429.00
3518	2	Morton Cass inserts tail and running		\$1,246.00
6791	6	120 Volt Receptacles Body		\$1,718.00
12122	2	Window Defroster fans		\$477.00
13416	1	Direct tank fill		\$1,827.00
13908	1	Vertical Partition		\$236.00
16828	2	10-3 cord for reel		\$1,449.00
18453	1	Front axle 22,800#-425 Tires		\$4,872.00

19845	7	Comaprtment door drip pans		\$916.00
24050	1	Vinyl flap in coaprtment		\$278.00
60753	1	PS-TANK Lights		\$1,093.00
77700	1	Bdy model Medium to HDRP		\$5,159.00
77704	2	HDRP Hose dividers		\$977.00
77706	2	HDRP Full Depth-Height Compartment each side		\$25,154.00
80459	1	Slide-out platform		\$1,414.00
83986	4	Tray tilt-out		\$2,579.00
504101	1	Little Giant Ladder		\$678.00
530473	1	Rear Suspension to 31,000#		\$8,698.00
543602	1	TFT Hurricane Monitor		\$11,146.00
544504	1	Collins CL-12		\$472.00
559682	1	Two-tone Paint		\$1,028.00
564683	1	M6 LED Stop-tail-turn		\$1,244.00
564683	1	M-6 stop-tail-turn		\$1,244.00
619668	2	Junction Box		\$1,050.00
633186	1	PEL Step lights		\$1,027.00
637431		Storage Comaprtment in Cab		\$1,121.00
637431	1	Storage on engine tunnel		\$1,121.00
642588		Transmission EVS 300 to EVS 4000		\$9,018.00
647827	1	Rota-Beam Rear lights		\$3,057.00
648539	1	LED Headlights		\$1,746.00
664351	6	PacTrac in Cab		\$1,464.00
672327	2	LED Rear Micro Flood Lights		\$1,095.00
676834	1	Tailboard- t-shaped 22+12		\$1,172.00
698589	2	Whelen M9 Scene Lights		\$2,733.00

Base Bid	\$405,078.00	
Published Options	\$256,734.00	
Total Published Options	\$661,812.00	
Unpublished Options	\$98,938.00	14.95%
Total Options w/o HGAC Fee	\$760,750.00	



Contract Pricing Worksheets

Rev 02-05-07

**NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

RESOLUTION 2015-20

RESOLUTION NOTIFYING THE PUBLIC OF THE BOARD'S INTENT TO CONTRACT WITH PIERCE MANUFACTURING, INC., FOR A FIRE APPARATUS PURSUANT TO N.J.S.A. 52:34-6.2(B) (3)

WHEREAS, The Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, State of New Jersey, (hereinafter referred to as the "Board") advertised a public meeting wherein it intended to discuss the use of the National Cooperative known as the Houston-Galveston Area Council (H-GAC); and

WHEREAS, the Board provided the public a mechanism to provide public comment, both prior to and during the public meeting; and

WHEREAS, no public comment was received; and

WHEREAS, the Administrator and Chief discussed the nature, scope and price of a Fire Apparatus (Arrow Heavy Duty Rescue Pumper) if purchased through Houston-Galveston Area Council (H-GAC) from Pierce Manufacturing, Inc., P.O. Box 2017, Appleton, Wisconsin 54912; and

WHEREAS, the Board finds and determines that the District will best be served by contracting with Pierce Manufacturing, Inc., through the H-GAC program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, State of New Jersey, that it provide statutory public notice, in the form attached, of its intent to contract with Pierce Manufacturing, Inc.; and

BE IT FURTHER RESOLVED, that the Administrator obtain from Pierce Manufacturing, Inc., all necessary and appropriate statutory documents as set forth under The Local Publics Contracts Law and other pertinent laws of the State of New Jersey.


ADOPTED at a meeting of the Board of Fire Commissioners, Moorestown Fire District No. 2 on June 3rd, 2015.

RECORDED VOTE:

	(Wesolowski		(
	(Grant	NAYS	(
AYES	(Niedermayer		(
	(Maahs	ABSTAINED	(
	(Ruggiano	ABSENT	(

CERTIFICATION

I, Secretary of the Board of Fire Commissioners, Moorestown Fire District No. 2, do hereby certify that the foregoing resolution was presented and duly adopted by the fire district members at a meeting of the Board of Fire Commissioners of the Moorestown Fire District No. 2 held on June 3rd, 2015.


Lawrence F. Niedermayer, Sr.
Secretary

**NOTICE OF INTENT TO AWARD A CONTRACT UNDER AN ALTERNATE
PROCUREMENT METHOD
FIRE DISTRICT NO. 2
TOWNSHIP OF MOORESTOWN
COUNTY OF BURLINGTON, NEW JERSEY**

Pursuant to N.J.S.A. 52:34-6.2(b)(3), notice is hereby given that the Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, intends to award a contract through participation in the Houston-Galveston Area Council cooperative, known as HGACBuy, for the purchase of an Arrow Heavy Duty Rescue Pumper.

Information regarding the contract may be found at the District Office of the Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, located at 225 N. Lenola Road, Moorestown, New Jersey, during regular business hours, as well as on the Board's official website at: moorestownfire2.com. Information on the Houston-Galveston Area Council cooperative, known as HGACBuy, can be found on its website at www.hgacbuy.org/program.

The Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, anticipates awarding the contract through the Houston-Galveston Area Council cooperative, known as HGACBuy, on July 1, 2015, at 7:00 p.m. at the Lenola Fire House, Second Floor Meeting Room, 229 N. Lenola Road, Moorestown, New Jersey.

It is the intent to the Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, to award the contract to Pierce Manufacturing, Inc., P.O. Box 2107, Appleton, Wisconsin 54912, pursuant to the proposal submitted in response to the Houston-Galveston Area Council cooperative, known as HGACBuy, Request for Bids.

The Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington, is permitted to utilize a national cooperative purchasing agreement under the authority of N.J.S.A. 52:34-6.2(b)(3).

The public shall be afforded an opportunity to participate prior to any action being taken. The Board shall also receive written comments from the public through noon on July 1, 2015. All written comments shall be forwarded to: Board of Fire Commissioners, Moorestown Fire District No. 2, 225 N. Lenola Road, Moorestown, New Jersey 08057, Attn: Elizabeth Booth, Administrator.

This Notice is being given by authorization of the Board of Fire Commissioners of Fire District No. 2, Township of Moorestown, County of Burlington.

Elizabeth Booth
Board Administrator
Dated: June 12, 2015

Fire District No. 2 Township of Moorestown, NJ**VENDOR DOCUMENT SUBMISSION CHECKLIST**

Required by owner	Submission Requirements	Initial each entry acknowledging receipt and if required submit the item
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Mandatory Affirmative Action Language (EEO)	
<input type="checkbox"/>	Affirmative Action Compliance Notice	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Disclosure of Contributions to ELEC Notice (acknowledge receipt of notice)	
<input type="checkbox"/>	Buy American Requirement	
<input type="checkbox"/>	Performance Bond	
<input type="checkbox"/>	Maintain all Documentation Related to Transaction	

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Vedors are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

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)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS AND SERVICES
(INCLUDING PROFESSIONAL SERVICES) CONTRACTS**

The document is the mandatory language for goods and services contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory contract language for employment goal compliance for goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990

The federal Americans with Disabilities Act of 1990 requires contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

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

The contractor and the Board of Fire Commissioners, Moorestown Fire District No. 2, (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.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) Notice

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities 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-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Buy American

Vendor shall provide statement that product being purchased is being manufactured in the United States.

Performance Bond

Performance Bond - Vendor shall simultaneously with the delivery of the executed contract (signed PO), submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Documentation Requirements

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 Controller upon request.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____