

**BOROUGH OF PITMAN, NEW JERSEY**

**REQUEST FOR BID**

**For**

**" UNLEADED GASOLINE FOR MUNICIPAL FLEET"**

**I. PURPOSE AND INTENT**

**To purchase unleaded gasoline for the Borough of Pitman’s municipal fleet.** The Borough of Pitman seeks proposals for the purchase of unleaded gasoline for our municipal Fleet.

**II. BID SUBMISSION**

- 1) Submissions shall be submitted in sealed envelopes and must be marked **“Unleaded Gasoline Bid”** and addressed to:

**Borough of Pitman  
Attention: Stephen Considine, CFO/QPA  
110 South Broadway  
Pitman, NJ 08071**

- 2) **Bids must be received no later than Wednesday, December 4, 2019 at 12:00 P.M.**

**Faxed bids will NOT be accepted.**

- 3) **Submissions MUST include:**

- a) One (1) original, paper/hard copy, **UNBOUND** clearly marked as the **“ORIGINAL”**; **AND**
- b) Four (2) full complete and exact copies of each proposal.

- 4) **Submissions MUST also include:**

- a) Bid shall be for unleaded gasoline purchased at the proposer’s fuel pump.
- b) Bid shall include cost per gallon, including but not limited to labor and taxes, to fill municipal vehicles.
- c) Bid must include provider’s days and hours of operation.
- d) Bid shall include description of provider’s billing system that will track gallons and purchase price of fuel, by vehicles.
- e) Bid shall include proof of insurance, including:
  - i. **Worker’s Compensation** - statutory coverage and limits in compliance with Workers Compensation Laws of the State of New Jersey.
  - ii. **General Liability** – minimum combined single limit of liability per occurrence for bodily injury and property damage of one million

(\$1,000,000.00) dollars. Borough of Pitman shall be named “Additionally Insured).

**4) Any inquiry concerning this Bid should be directed in writing by email or fax to:**

Stephen Considine, CFO/QPA  
Fax: 856-589-6833  
Email: Pitmancfo@gmail.com

- 5) All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Borough will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Borough reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Borough further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Borough reserves the right to re-solicit proposals.
- 6) All contractors on projects for public work shall adhere to all requirements of the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

**III. ADMINISTRATIVE REQUIREMENTS AND INFORMATION**

**1) BUSINESS REGISTRATION**

N.J.S.A. 52:31-44 requires that each vendor awarded a contract submit proof of business registration with the submission. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609)292-1730. No firm may be issued a contract unless it complies with the Affirmative Action regulations of N.J.S.A.10:5-31 et seq. (P.L. 1975, c. 127).

**2) FORM W-9**

**3) PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE (when applicable).**

**4) AFFIRMATIVE ACTION REQUIREMENTS**

Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract, or the receipt of the contract of, the following:

- a) A photocopy of a valid letter for an approved Federal Affirmative Action Plan, (good for one year from the date of the letter), **OR**
- b) A photocopy of an approved **Certificate of Employee Information Report**, **OR**
- c) If vendor has neither of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report, (AA-302).

**5) AFFIRMATIVE ACTION COMPLIANCE NOTICE (Exhibit A)**

**6) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Exhibit B)**

**7) AMERICANS WITH DISABILITIES ACT OF 1990 (Exhibit C)**

**8) STOCKHOLDER DISCLOSURE (Exhibit D)**

Chapter 33 of the Public Law of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid for said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

**9) REQUEST FOR PROPOSAL FORM (Exhibit E)**

**10) NON-COLLUSION AFFIDAVIT (Exhibit F)**

**11) CONSENT OF SURETY**

When a Performance Bond is required, all bidders are required to submit a Consent of Surety certificate from a surety company stating that said company will provide the bidder with a Performance Bond.

**12) BID DOCUMENT CHECKLIST (Exhibit G)**

This Checklist must be completed by all bidders, and returned with the all other required documents. For items with a value of \$100,000.00 or more, a Bid Bond is mandatory. All required documents are noted on the Checklist, and each item shall be initialed by the bidder as confirmation the documents are included.

**IV. AWARD CRITERIA**

- 1) Price
- 2) Compliance with RFP Specifications

- 3) Experience of the Bidder
- 4) Product availability
- 5) The Bidders past performance under similar contracts including if applicable, the Division of Purchase and Property's vendor performance database.

## V. SELECTION AND CONTRACT

**The Governing Body will select the vendor deemed most advantageous to the Borough, price and other factors considered.** The resulting contract will include this specification, any clarifications or addenda thereto, the selected vendor's proposal, and any changes negotiated by the parties.

**(Exhibit A)**

**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: \_\_\_\_\_

**(Exhibit B)**

**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.**

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(Print Name of Company/Firm)

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(Date)

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(Signature)

(Exhibit C)

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

The contractor and the Borough of Pitman, (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. § 12101 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.

\_\_\_\_\_ (Initial and Date)



(Exhibit D)

**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: \_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

\_\_\_\_\_  
Notary Public  
My Commission expires:

\_\_\_\_\_  
(Corporate Seal)

(Exhibit E)

**BID PROPOSAL FORM**

The undersigned proposes to furnish and deliver the goods/services pursuant to the Bid specification and made part hereof:

\_\_\_\_\_  
Amount in words (per gallon)

\$ \_\_\_\_\_  
Amount in numbers (per gallon)

Days and Hours of Operation: \_\_\_\_\_

Description of Billing System (attach additional paper if necessary): \_\_\_\_\_

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

(Attach proof of insurance to bid)

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

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**BOROUGH OF PITMAN**

\_\_\_\_\_  
Borough of Pitman Representative

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Judy O'Donnell, Municipal Clerk

**(Exhibit F)**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_ in the  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_, and that I executed  
(title of bid proposal)

the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies  
(name of contracting unit)

upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

(Exhibit G)

**BID DOCUMENT CHECKLIST**

<b>Required by Owner</b>	<b>Submission Requirement</b>	<b>Initial each required entry and if required submit the item</b>
X	Business Registration	
X	Certificate of Employee Information Report	
X	Affirmative Action Compliance Notice	
X	Mandatory Equal Employment Opportunity Language	
X	Americans with Disabilities Act of 1990	
X	Stockholder Disclosure Certification	
X	Bid Proposal Form	
X	Non-Collusion Affidavit	
X	Form W-9	
X	Material Warranty – Minimum of 10 Year Material Warranty	
N/A	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
N/A	Bid Bond Guarantee (Must be for 10% of the Bid Amount, not to exceed \$20,000.00, in the form of Certified or Cashier's Check) (with Power of Attorney for full amount of Bid Bond)	
N/A	Prevailing Wage	
N/A	Public Works Contractor Certificate	
N/A	Status of Present Contracts	
N/A	Equipment Certification	
N/A	Public Works Contractor Certificate	
N/A	References	