

BID DOCUMENT
FOR
Purchase of Module I
Breathing Air Compressor Fill Station
BY THE
BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
TOWNSHIP EAST BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

Notice to Bidders

PUBLIC NOTICE is hereby given that sealed bids will be received by Commissioners of Fire District No. 2 in the Township of East Brunswick, County Middlesex, State of New Jersey, relative to the purchase of a Module I Breathing Air Compressor Fill Station. Said Bids shall be called for and shall be received and opened at the Fire District 2 William C. Peck Administration Building, 216 Joseph Street, East Brunswick, NJ 08816 at 12:00pm Wednesday, April 2, 2025.

All bids shall be hand-delivered or mailed to East Brunswick Fire District No. 2 at 216 Joseph Street East Brunswick, NJ 08816 Prior to 12:00 pm. No bid shall be delivered or accepted after the date and hour designated herein and the risk of timely receipt of mailed bids is on the bidder.

All bids shall be accompanied by security in the form of a certified or cashiers' check or bid bond made payable to The Commissioners of East Brunswick Fire District No. 2 in the Township of East Brunswick, County of Middlesex, in the amount of 10% of the bid, but not to exceed \$ 20,000, which security shall be considered a guarantee that the bidder will, if awarded the contract by the Commissioners, enter into said contract and furnish any performance or other security required as a guarantee or indemnification. In addition, each bid shall be accompanied by a letter from a bonding company authorized and licensed to do business under the laws of the State of New Jersey, stating that the company shall furnish bond in the amount of 100 % of the bid if said bidder is awarded a contract by the Commissioners.

The appropriate resolution, instructions to bidders, detailed specifications, proposal, and other appropriate bid documentation related to the aforesaid purchase may be obtained from the Secretary of the Board of Commissioners, East Brunswick Fire District No. 2 upon written or verbal request to the District No. 2 Office Administrator, 216 Joseph Street East Brunswick NJ 08816, during normal business hours.

Bids shall be enclosed in a sealed envelope with the name and address of the bidder set forth on the outside thereof. Said envelope shall denote "Breathing Air Compressor Fill Station" Brunswick District #2" or similar legend on the outside and shall be addressed to Secretary of Board of Fire Commissioners, East Brunswick Fire District No. 2, 216 Joseph Street, East Brunswick, NJ 08816.

The Commissioners of East Brunswick Fire District No. 2 in the Township of East Brunswick, County of Middlesex, hereby reserve the right to reject any bids and further reserve the right to waive any insubstantial irregularities in any bid.

BY ORDER OF THE COMMISSIONERS OF FIRE DISTRICT NO. 2

1. **REQUIREMENTS:** All requirements and conditions contained in other bid documentation relative to this procurement are specifically included herein and hereby made a part. All requirements or conditions imposed by New Jersey statutes or case law, or any other applicable regulations as adopted including amendments thereto are hereby incorporated into these specifications by reference. The bidder shall, at all times, observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other local governmental agencies, which may, in any manner, affect the preparations of proposals or the performance of this contract.
2. **PROPOSAL:** The proposal submitted by each bidder shall be made on the form supplied with specifications. All proposals must be submitted in an original and two copies. When a proposal is made by an individual, his/her post office address shall be stated, and he/she shall sign the proposal. When a proposal is made by a firm or partnership, its name and post office address shall be stated therein, and the proposal shall be signed by one or more of the partners. When a proposal is made by a corporation, its name and principal post office address shall be stated therein, and the proposal shall be signed by an authorized official of the corporation, with the corporate seal affixed and the signatures attested to in all cases.
3. **SUBMITTING PROPOSAL:** Enclosed, in a sealed envelope with the proposal, shall be submitted Non-Collusion Affidavit, an owners list and applicable documentation from surety company and bid deposit as required by the resolution, authorizing advertisement for bids. *THESE REQUIREMENTS SHALL NOT BE WAIVED*, and failure to submit same will result in the automatic rejection of the bid.
4. **SUBLETTING AND ASSIGNING THE CONTRACT:** The bidder awarded this contract shall perform said work with his own organization and with the assistance of employees under his/her immediate control and supervision.
5. **DEVIATION FROM DID DOCUMENTS:** Any conditions, limitations or waivers included by a bidder with the proposal may cause rejection of said bid or of any item or part of said bid in the sole discretion of the Commissioners. However, each deviation from the specifications must be detailed on the exception sheet provided. Failure to comply with this requirement shall be grounds for rejection of the bid. In the alternative,

the Commissioners may accept the bid proposal excluding any conditions, limitations, or waivers as if same had not been set forth in the bid proposals, all bidders consent to be bound hereby. Minor variations, however, from the specifications shall be accepted, provided that they do not materially impair the performance, or the quality of the item or items described.

6. **CHANGES IN SPECIFICATIONS:** The Commissioners reserve the right to make any variations in its bid specifications and agree that it shall be charged a reasonable price for said changes.

7. **SUBSTITUTION IN MATERIALS OR EQUIPMENT SPECIFIED:** Any items mentioned by brand name in the specification may have substituted therefore in the proposal items equivalent in quality and quantity. Substitution shall be accompanied by proof substituting said equivalency. If, in the opinion of the Commissioners, said proposed substitution is not equivalent in quality and quantity to that as specified, then the Commissioners may, in their sole discretion, reject same.

8. **LENGTH OF CONTRACT:** Work shall begin within 120 days from the date of the award of said contract. The inability of the bidder to deliver the materials within the time as specified shall result in a breach of contract and shall make the bidder subject to any penalties available to the Commissioners at law or equity or, in the discretion of the Commissioners, a penalty of \$100.00 a day for the first two weeks of default and \$200.00 a day for every day thereafter. An extension may be granted to the bidder, the request must be in writing to the commissioners and approved by the Board of Commissioners East Brunswick Fire District # 2.

9. **REJECTION OF BIDS:** The Commissioners reserve the right to reject any and all bids when such rejection is in their best interest.

10. **ACCEPTANCE OF BIDS:** The Commissioners reserve the right to accept any and all bids when such acceptance is in their best interest.

11. **BIDDERS PRESENT:** At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other properly interested parties, either in person or by representation.
12. **AWARD OF CONTRACT:** The contract will be awarded to the lowest qualified responsible bidder. The Commissioners further reserves the right to reject any and all bids and to waive any insubstantial irregularities in any bid.
13. **WARANTIES TO BE PROVIDED BY BIDDER:** The bidder shall provide, at the start date of work to the Commissioners, the standard warranties which exist relative to the said purchase and installation work to be performed.
14. **EXAMINATION OF APPROPRAITE DOCUMENTATION AND SPECIFICATIONS:** Each bidder shall thoroughly examine and become familiar with all bid documentation relative to the purchase and installation work to be done. By submitting a proposal, the bidder covenants and agrees that he/she has carefully examined the bid documentation and that from his/her own investigations, he/she has satisfied himself/herself as to the nature of the bid requirements, and as a result of such examination, he/she understands the intent and purpose thereof and his/her obligation thereunder and that he/she will not make any claims of misinterpretation or misunderstandings of the bid specifications or other documentation or lack of information thereof.
15. **PRICE ESCALATION:** It is specifically understood and agreed between the bidder and the Commissioners that the bidder will absorb any escalation in the price of equipment to be purchased once the bid has been awarded.
16. **AMERICAN GOODS:** All prospective bidders shall utilize manufacturers in the United States when available relative to supplies and equipment to be provided under subject contract.
17. **BIDDERS AUTHORIZED TO TRANSACT BUISNESS IN THE STATE OF NEW JERSEY:** It is specifically understood and agreed between the bidder and the Commissioners that the bidder must be authorized to transact business in the State of New Jersey if said bidder is to undertake said contract. By submitting said bid, the bidder

does stipulate and represent to the Commissioners that the bidder is so authorized to transact business in the State of New Jersey. Specifically, the bidder must comply with the requirement for business registration as required by New Jersey law and provide proof of the same in accordance with the statute. This requirement will not be waived.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before Final payment on the contract is made by contracting agency, the contractor will submit an accurate list and the proof of business registration of each contractor or supplier used in the fulfillment of the contract, or small attested that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 552:32-44(g)(3)} shall collect and remit to the Director, New Jersey of Taxation, the use tax due pursuant to Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977 c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under contract with a contracting agency.

18. **DETAILED SPECIFICATIONS:** The more detailed specifications are attached hereto and made a part hereof. It is understood that when the term “equal” appears, it is meant “approved equal”, and that the terms and conditions as contained in Paragraph #7 herein entitled “Substitution in Materials or Equipment Specified” are incorporated herein by reference.

19. **QUALIFICATION OF BIDDER:** Each bidder shall submit with his/her proposal a statement of his experience, qualifications, and ability to carry out the terms of any contract that may be award and shall state that he/she in fact has been a communications supplier for a minimum of 5 years.

20. **PERFORMANCE BOND:** Within 10 days of the award of the contract to the lowest qualified responsible bidder, the bidder to whom the contract has been awarded shall furnish and deliver to the Commissioners a surety corporation performance bond satisfactory to the Commissioners for a sum of not less than the total bid for the services to be performed. This performance bond shall be issued by a company licensed and authorized to do business under the Law of the State of New Jersey.
21. **HOLD HARMLESS AND INDEMNIFICATION:** The bidder will indemnify and hold harmless the Commissioners as an entity and individually, and their agents and representatives from and against any and all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use of any patented device or article.
22. **TAXES:** The bid shall be net to the Commissioners and shall be exclusive of any State or Federal Taxes.
23. **STRICT ADHERENCE TO SPECIFICATION:** Unless otherwise stated herein, or otherwise noted by the prospective bidder, the breathing air compressor system and associated items presented in the specifications shall comply strictly with the DETAILED SPECIFICATIONS as attached hereto and made part hereof.
24. **INSURANCE COVERAGE:** Bidder must provide proof of insurance in form and amount acceptable to the fire district to the commencement of the project. The fire district must be named as additionally insured and the insurance must remain in effect during the term of the project.
25. **TIME OF ESSENCE:** Time is of the essence as to all requirements contained herein.

BIDDERS CHECKLIST

The Bidders Checklist is a statutorily mandated form, the purpose of which is to list those documentary forms, certifications and other documents that the Fire

District requires each Bidder to submit with the bid. This form lists each of the items to be submitted with the proposal and a place for the Bidder to indicate each entry, that the Bidder has included those required items with completed bid proposal, in addition to those documentary and informational forms, certificates and other documents that are listed.

Initials:

- () a. Owners List
- () b. Non-Collusion Affidavit
- () c. Business Registration and/or Public Works Certificate
- () d. Bidders Bid Proposal
- () e. Statement of Compliance
- () f. Bid Security
- () g. Proposal Restrictions to Specification

AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disability

The contractor and Township of East Brunswick East Fire District No. 2 Board of Fire Commissioners, (hereafter "owner") do hereby agree that 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, 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 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 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 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 an liability, nor preclude the owner from taking any other actions available to it under any provisions of the Agreement or otherwise at law.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATEMENT OF COMPLIANCE

The undersigned, in connection with the bid submitted for the paving and concrete as defined in R.S. 10:5-31 and R.S. 10:2-1, and as part of its bid proposal made to the Commissioners of Fire District No. 2 in the Township of East Brunswick, County of Middlesex hereby certifies that it is in compliance with the requirements of P.L., 1963, c. 150 (New Jersey

Prevailing Wage Act), P.L. 1975, c. 127 and P.L., 1933, c. 277 (Law against Discrimination): and P.L. 1977, c. 33 (corporate or partnership disclosure) and all amendments, if any, adopted thereto and regulations adopted pursuant thereto, and is also in compliance with all other statutory requirements and regulations applicable to said bid. This certification shall be in addition to and not in substitution of any other certifications or proofs of compliance required by law.

Attest:

_____ By:

Witness:

_____ By:

Dated: _____

PROPOSAL

TO: The Commissioners of Fire District No. 2

In the Township of East Brunswick, County of Middlesex

The undersigned hereby declares that he/she has carefully examined the advertisement for bids, resolution authorizing said advertisement, specifications and other bid documentation. If any, relative to the bids requested for the purchase and installment of the breathing air compressor system work to be done at 219 Willow Street firehouse. The undersigned further declares that he/she has carefully examined all necessary matters in connection with this project and that he/she will contract to carry out and complete said project as specified at the price as outlined below. It is understood that the prices as set forth below shall control in the awarding of the contract by the Commissioners.

Total price for the project.....\$_____

Signature:_____

Name/Title:_____

Company:_____

Address:_____

Telephone:_____

PROPOSAL RESTRICTIONS TO SPECIFICATIONS

Proposal is in strict compliance with the instructions to bidders, detailed specifications, and addenda, if any, except as declined below. The bidder acknowledges that acceptance of the following is at the sole discretion of the Commissioners and that any or all exceptions may constitute grounds for rejection of the bid.

(attach additional sheets if necessary)

Dated: _____

Name Of Company or Manufacturer

Signature of Authorized Representative

Name: _____

Title: _____

OWNER'S LIST

In accordance with P.L. 1977, Chapter 33, approved March 8, 1977, stating:

An Act Requiring Corporate and Partnership bidders, State, County, Municipal, or School District Contracts to submit a list of the names and addresses of all stockholders owning ten percent (10%) or more of their stock or ten percent (10%) or more of their corporate stockholders or in the case of a partnership, the names and addresses of those partners owning a ten percent (10%) or greater interest therein, ...

The bidder certifies the following information:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 AND N.J.S.A. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidders' requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 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 form of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under 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.S.A 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.S.A. 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 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.S.A. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that he/she 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.S.A. 17:27-1 et seq.

Company: _____ Signature: _____

Print Name: _____ Title: _____

Date

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, C.127)

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 limited to the following: employment, upgrading, demotion, or transfer; 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 advertisement 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 representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by agency contracting officer advising 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 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 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 documents to the Div. of Contractor 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.**

Attest:

_____ By: _____

Witness

_____ By: _____

Dated: _____

Non-Collusion Affidavit

STATE OF NEW JERSEY.

SS:

COUNTY OF _____;

I, _____, of the City of _____, County of _____, and the State of New Jersey, of full age, being duly sworn according to law, upon my oath, depose and say that:

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

(2) I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established Commercial or selling agencies maintained by _____. (N.J.S.A. 52:34-15).

Sworn and subscribed to before.

me this _____ day of _____, 2024.

Notary Public of New Jersey (seal)

My Commission Expires:

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

☐

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PUPGRADE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the (Name of Contracting Unit)_____ is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the (Name of Contracting Unit)_____ to notify the (Name of Contracting Unit) _____ in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the (Name of Contracting Unit)_____ and that the (Name of Contracting Unit)_____ at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)

Title

Signature

Date

EAST BRUNSWICK FIRE DISTRICT # 2

BID SPECIFICATIONS

Purchase and Installment

Of

Module Breathing Air Compressor System

The entire breathing air module shall be integrated into a single unit, free-standing unit third party certified to meet cTUVus standards. The outer frame shall be of heavy-duty construction consisting of welded two-inch square tube. To minimize radiant sound levels the enclosure shall contain sound absorbing material.

The unit shall be designed to allow installation flush against a wall without inhibiting cooling air flow or maintenance access. The complete system shall not exceed the following dimensions:

31 ¼" (w) x 42" (D) x 66" (H)

The breathing air module shall be factory assembled and tested to assure quality and reliability. The system scope of supply shall be housed within the confines of the sheet metal enclosure; to include: UL listed electrical panel, purification system, muffler reservoir and pressure bearing components as follows:

Compressor: The compressor block shall be four stage, air cooled, pressure oil lubricated of "V" configuration and rated for continuous duty at 6000 psi with a charging rate of 14.0 cfm. Compressor systems requiring auxiliary cooling fans or cool down cycles shall not be acceptable. The crankcase shall be of all cast iron construction, fully enclosed and support an iron crankshaft with oversized ball bearings on each end. Only two connecting rods shall be utilized. Each connecting rod shall be equipped with needle bearings on each end for long life. All pistons shall be the captive design, manufactured of aluminum or steel and incorporate rings on all stages. Cylinders shall be of aluminum or cast-iron construction with deep cooling fins to provide maximum heat dissipation. The compressor fly wheel shall incorporate a high velocity fan to remove heat from the compressor. Cooling air flow from the fan shall be a minimum of 3000 cfm. Individually mounted intercoolers shall be utilized after each stage of compression and the aftercooler shall be designed to deliver final air at a temperature not to exceed 18 degrees F above ambient. Suction and delivery valves shall be designed in such a manner that they can be replaced without replacing the entire assembly. Valve inspection covers are to be provided on the first and second stage cylinders. Relief valves shall be utilized after each stage of compression. The pressure lubrication system shall include an oil pump to supply metered quantities of lubricant directly to the fourth stage piston through a regulator and replaceable

spin-off type, full flow filter. The oil pump shall be directly driven off of the crankshaft. Belt driven pumps shall not be acceptable. An oil level sight glass shall be provided for checking the crankcase oil level. An automatic drain system shall be supplied to periodically discharge accumulated condensation during operation and whenever the unit shuts down. The compressor manufacturer shall have an ISO 9001 quality management system standard approval on the design and manufacture process.

Compressor Enclosure: The breathing air module shall be fully enclosed with solid steel panels, minimum thickness 14 gauge. All sections of the compressor enclosed shall be lined with sound absorbing material.

An air ducting system that allows against-the-wall installation by drawing cooling air from below the unit and directing upwards and away from the operator and control panel shall be provided.

Insulated and gasketed maintenance access doors equipped with quarter turn latches shall be located on both sides and in front of the compressor system. These latches shall be designed to draw the access doors into the frame opening. Male-female hinges shall be used to allow their fast and easy removal without requiring hand tools.

The underside of the cabinet shall be grated to prevent debris from entering the compressor compartment.

Auto Drain Muffler/Reservoir: An automatic drain muffler/reservoir system, manufactured of 14-gauge steel, shall be incorporated into the package. The reservoir shall be designed to capture discharged condensation without the need for piping to the outside and to reduce the discharge noise level. A conveniently located valve shall be supplied on the outside of the cabinet to periodically drain the condensate accumulated in the muffler/reservoir at atmospheric pressure.

Electric Motor: NEMA designed B, 2-pole, 10 horsepower, open trip proof motor shall be furnished for __phase, __hertz __volts. The motor shall be suspended underneath the compressor baseplate. This baseplate shall incorporate rubber shock mounts, which isolates vibration from the rest of the cabinet. The V-Belt drive shall be guarded to meet OSHA requirements.

Purification System: The Purification system and replacement filter cartridges shall be manufactured by the same company as the compressor package. The system shall be multi-chamber arrangement each constructed of 7075T6 aluminum alloy. With tensile strength of

83,000 psi and designed for 6000 psi working pressure with 4 to 1 safety factor. The first chamber shall be a mechanical separator to eliminate oil and water. Subsequent chambers shall utilize replaceable filter cartridges constructed of high strength, non-corrosive FDA grade polycarbonate plastic.

Non-corrosive stainless-steel springs and spin welded end caps shall be incorporated within the cartridge boundary. The cartridges shall be designed to remove water vapor, hydrocarbons, noxious gases, taste and odors.

Systems requiring depressurization to check filter conditions shall not be acceptable. Carbon monoxide shall also be eliminated by catalytic oxidation. The purification system shall process 34,200 cf (with 70-degree F inlet temperature) before cartridge replacement. The air delivered shall meet CGA grade D & E and NFPA 1989 (2008 Edition) air quality standards.

Control System: The unit shall include all necessary controls to assure efficient operation and monitor compressor performance. All necessary electric motor controls shall also be included and rated for NEMA class 12. As a minimum the control system shall include the following:

- Air pressure switch to automatically start and stop the unit in order to maintain system pressure.
- High air temperature shutdown.
- Direct online IEC starter package with a 24 volt control voltage.
- PLC controller
- Illuminated power "on" switch
- Emergency stop button.
- Low Oil pressure switch.

Instrumentation: The Unit shall include all necessary gauges and lights required to indicate all normal and shutdown conditions. All gauges, lights and indicators shall be mounted on a steel control panel centrally located on the front of the unit and within the cabinet.

As a minimum, the instrumentation panel shall include the following:

- Compressor interstage and final air pressure gauges.
- Hour meter
- High air pressure shutdown light.
- High air temperature shutdown light.
- Low oil pressure light.

Carbon monoxide monitoring system:

The CO monitor shall be mounted on the compressor operations panel.

- Shall be piped into the air flow downstream of the purification system
- Shall be tamper-resistant requiring a keystroke sequence to access monitor controls.
- Must have a warning light, audible alarm & shutdown for high concentrations.
- Shall reliably detect co concentrations from 0 to 10 ppm. A digital readout shall continuously indicate the amount of CO in the compressed breathing air.
- Must be capable of adjustment at any point on the monitor between 5 to 10 ppm for shutdown.
- The unit shall automatically go through the calibration process every 90 days.
- A calibration kit with 20 ppm CO is to be provided. Additionally, a cylinder with 0 ppm of CO shall be provided to conveniently and accurately calibrate the monitor.
- The system shall complete with solenoids to control system calibration.

CMM Air Monitoring System:

The CMM is a dual monitor for both CO & moisture. It will include a standard CO monitor (see above) and the Moisture monitor with cartridge detection below:

Moisture monitor (Cartridge monitoring system)

The cartridge monitoring system shall be mounted on the compressor operations panel. The system is designed to monitor the quality of air being discharged after the compressor's purification system. The system continuously evaluates the moisture content of the purified air and also confirms the presence of the cartridge filter in the purification chamber. The complete system consists of the following:

- A. Moisture monitor probe
- B. Photo cell cartridge detection sensor
- C. Microprocessor control unit
- D. Cartridge "ok" green Light
- E. Cartridge life warning light
- F. Cartridge expired red warning light and compressor shutdown
- G. Install filter text message!

The cartridge monitoring system operating procedure shall be as follows:

- Cartridge detection: If a cartridge filter is not installed in the purification chamber, a text message will be displayed, and the compressor will not start. This same condition will also occur if any electrical connections in the system are faulty or otherwise not made.

Note that mechanical connections devices, which could be subjected to corrosion, are not utilized.

- Moisture monitor: Upon start-up of the compressor, the moisture monitor probe will continuously monitor the moisture content of the air stream at pressure. A timing device within the microprocessor control unit is activated upon start-up to allow the moisture sensor to stabilize. This time the cycle is operative for 8 to 15 minutes. During this cycle, the cartridge "ok" green light will be flashing. Once the stabilization period is complete, the applicable status light for the moisture level will illuminate.

- Status light conditions:

Cartridge "Ok" green light: This light will remain illuminated as long as the moisture level in the air stream is within pre-set limits. This light flashes during the initial stabilization cycle.

Cartridge life warning yellow light: This light will illuminate when the moisture level in the air stream approaches the pre-set limit. During this time, approximately one hour duration, the air quality is within acceptable levels.

Cartridge expired red warning light: this light will illuminate when the moisture level in the air stream exceeds the pre-set limit. The compressor unit shuts down under this condition.

- Adjustable timed cycles and moisture limits: All timed cycles and moisture limits which are not specified will be factory pre-set as follows:
 - 15 minutes for initial moisture probe stabilization.
 - The air stream moisture limit will be preset at – 65 degrees F atmospheric dewpoint (24 ppm water vapor content) in accordance with recommendations by NFPA 1500. Other dewpoint limits can be set provided that the following are known:
 - Operating pressure
 - Mean ambient temperature.

Module II Air Storage System:

The breathing air storage system shall include the number and type of cylinders specified below mounted on a self-standing vertical inline rack. The system shall include all fittings,

interconnecting piping, valves and hardware necessary to operate as a cascade system and meet all current D.O.T. code requirements.

D.O.T. system- The breathing air storage system shall consist of Four (4) UN/D.O.T. storage cylinders, each with a minimum capacity of 509 cubic feet of air at 6000 psi.

Module III, Enclosed Container Fill Station:

The fill station shall be designed for stationary applications. The unit shall be totally enclosed, constructed of ¼ inch plate steel and designed to contain an SCBA cylinder and metal fragments in the event of rupture during the filling process. The fill station shall be designed to vent rapidly expanding air away from the operator.

The fill station shall ergonomically design to allow the filling of two SCBA bottles either separately or simultaneously. The maximum length of the SCBA bottle with the valve and fill adapter shall be 31 inches. Access to the enclosure for loading SCBA cylinder shall be via a manually operated, tilt out door. The fill station door shall be provided with assisting devices to assure smooth operation and reduce operator fatigue. The fill station door shall be constructed of ¼ inch plate steel. The SCBA cradle shall contain two (2) fill positions. Each fill position shall be lined with material to protect each SCBA from abrasion. The carriage shall be mounted on a pivoting system that will lower the cylinders to a near horizontal position and allow full access to all SCBA bottles, fill hoses and valve assemblies with minimal operator fatigue.

To ensure operator protection, a fully automatic safety interlock that prevents SCBA cylinder filling until the door is completely closed shall be provided. Two (2) fill hoses with SCBA adapters shall be provided and located within the enclosure. The fill hoses shall be protected by a safety relief valve set at 5800 psi.

The fill station shall be designed to fill the SCBA cylinders within the fill station boundary. The control panel shall include a 0 to 6000 psi adjustable regulator, regulated outlet pressure gauge. One (1) SCBA valve and bottle pressure gauge.

A painted steel fill panel affixed with a silk screen overlay shall be mounted on the front of the unit. The overlay shall contain an embedded airflow schematic. The fill station shall be designed to cascade the air storage system. The control panel shall include pressure gauges and flow control valves for four (4) storage banks. Piping shall be arranged to permit each bank to be filled or drawn down independently of other banks. This allows the operator to draw air from one bank to fill SCBA's, while simultaneously refilling another bank from the compressor. A bypass valve shall be supplied to permit direct use of the compressor bypassing the storage system. A regulated auxiliary fill outlet, complete with a valve and high-pressure coupler with mate shall be standard.

The fill station shall be built and tested to conform to NFPA 1901 and the recommendations in NFPA 1500.

A copy of signed certificate, by an accredited professional engineer and a third-party witness, shall be provided stating a prototype fill station has been successfully tested to contain a ruptured 100 cubic foot cylinder pressurized to no less than 6100 psi and that the fill chamber safely vented the expanding air.

Integration Kit: The breathing air system shall be shipped in three separate modules, designed to form on single-unit at the installation site. This design is required to minimize the chance for freight damage (smaller, more manageable separate crates), allow for installation in rooms that have restrictive door openings that will not allow the use of a forklift (separate modules can be moved into place with a pallet jack), allow for more convenient future updates via replacement bolt-on modules and ultimately supply the end user with a single piece system that is aesthetically pleasing with no exposed interconnecting piping. The final installed product shall not exceed the following dimensions: 90" (W) x 45" (D) x 70" (H). A center console shall be included with an integration kit. The center console shall be mounted on casters making it removable when compressor maintenance is required. The center console shall include a compartment for storing the operations manual and spare parts and room to house an optional 75 ft hose reel (spring rewind) with rollers and ball stop.

Warranty: Warranties will be those of the manufacturer's specifications.