



Winslow Township Fire District # 1



Notice to Bidders

PUBLIC NOTICE is hereby given that sealed bids will be received by the Commissioners of Fire District No. 1 in the Township of Winslow, of County of Camden, relative to the project entitled "**Fire Safety Festival Activities; Date of Event October 10, 2009, Rain date-October 11, 2009, Time: 1:00 p.m. -4:00 p.m.**"

Said bids shall be called for and shall be received opened and read in public at the Winslow Township Fire District No. 1, Administrative Office, 9 Cedar Brook Road, Winslow Township, New Jersey on Thursday, July 23, 2009, 2:00 p.m., prevailing time.

Said bids shall be hand-delivered at the time and place stated for receipt of said bids or mailed prior thereto. No bid shall be delivered or accepted after the date and hour as designated herein and the risk of timely receipt of mailed bids is on the bidder.

Bidders are required to comply with the requirements of P.L. 1975, Ch. 127, P.L. 1977, Ch. 33.

The appropriate resolution, bid specifications, proposal and other appropriate bid documentation relative to the aforementioned project may be obtained upon appropriate notice by prospective bidders during regular business hours from, the Winslow Township Fire Department, 9 Cedar Brook Road, Sicklerville, NJ 08081, (609) 561-4225.

The Commissioners of Fire District No. 1 in the Township of Winslow, County of Camden, hereby reserve the right to reject any and all bids and further reserve the right to waive any insubstantial irregularities in any bid.

BY ORDER OF THE COMMISSIONERS OF
FIRE DISTRICT NO. 1 IN THE TOWNSHIP
OF WINSLOW, COUNTY OF CAMDEN

VINCENT J. MAMMUCARI, SECRETARY

Administrative Office

9 Cedar Brook Road • Sicklerville, New Jersey 08081
609-561-4225 • FAX 609-561-5823 • E-mail firedistrict@winslowtwpfd.org



Winslow Township Fire District # 1



The Commissioners of Fire District No. 1
in the Township of Winslow, County of Camden

RESOLUTION # 09-50

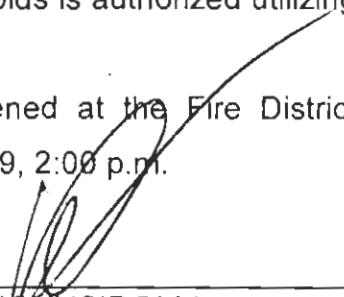
Authorizing Advertisement for Bids to provide activities for Fire Safety Festival Date of Event October 10, 2009, Rain date October 11, 2009, Hours 1pm-4pm.

WHEREAS, the Commissioners of Fire District No. 1 in the Township of Winslow, County of Camden included funding in its 2009 budget for the purchase of **Fire Safety Festival Activities**;

WHEREAS, the bid packet has been duly prepared, including this resolution, and attached bid instructions and bid specifications for **Fire Safety Festival Activities**;

NOW, THEREFORE, be it RESOLVED by the Commissioners of Fire District No. 1 in the Township of Winslow, County of Camden as follows:

1. Advertisement for the receipt of sealed bids is authorized utilizing the duly prepared bid packet;
2. Sealed bids will be received and opened at the Fire District Headquarters on Thursday, July 23, 2009, 2:00 p.m.



ANTHONY SIROLLI,
Chairman

Adopted: June 24, 2009

Administrative Office

9 Cedar Brook Road • Sicklerville, New Jersey 08081
609-561-4225 • FAX 609-561-5823 • E-mail firedistrict@winslowtwpfd.org

RECORD OF VOTE:

Members	Yes	No	Abstain	Absent
GALLO	✓			
MAMMUCARI	✓			
PANTALONE	✓			
PASSARELLA	✓			
SIROLLI	✓			

CERTIFICATION

I, **Vincent J. Mammucari**, Secretary of the Commissioners of Fire District No. 1 in the Township of Winslow, County of Camden, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Commissioners held on June 24, 2009.



VINCENT J. MAMMUCARI, Secretary

Dated: June 24, 2009

WINSLOW TOWNSHIP FIRE DISTRICT #1

BID INSTRUCTIONS

1. **BID PACKET**: The bid packet is comprised of the resolution, bid instructions, bid specifications, and addendum, if any.
2. **BID SUBMITTAL**: Bids to be submitted shall fully comply with these bid instructions, specifications, addendums, if any, and applicable statutory guidelines. Each bid shall be submitted as a written proposal in the manner designated in the bid packet and shall be signed by the bidder. The bid shall be enclosed in a sealed envelope bearing the name and address of the bidder on the outside, specifically denoting on said envelope the name of the job for which said bid is submitted and addressed to Deputy Chief Michael S. Scardino.

When a proposal is made by an individual, his post office address shall be stated, and he 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.

Said bids shall be hand-delivered by the time and place stated for the receipt of sealed bids or submitted through the mail. No bid shall be delivered or accepted after the date and hour designated. The District assumes no responsibility for receipt of a bid proposal sent by mail. It is the Bidder's responsibility to ensure the bid proposal is received by the District by the time and date announced for bid opening.

No bidder may withdraw his proposal for a period of 60 days after the opening of the bids; all proposals being binding upon the bidders for said 60-day period.

3. **EXAMINATION OF APPROPRIATE DOCUMENTATION AND SPECIFICATIONS:** Each bidder shall thoroughly examine and become familiar with all bid documentation relative to the providing of the equipment. By submitting a proposal, the bidder covenants and agrees that he has carefully examined the bid documentation and that from his own investigations, he has satisfied himself as to the nature of the work to be performed and goods supplied relative to said bid, and as a result of such examination, he fully understands the intent and purpose thereof and his obligations there under and that he will not make any claims for any right to damages because of any misinterpretations or misunderstandings of the bid specifications or other documentation or lack of information thereof.
4. **BID PACKET INSPECTIONS:** Specifications and form of bid may be inspected or obtained upon proper notice by prospective bidders during normal business hours at the office of the Fire District, 9 Cedar Brook Road, Sicklerville, New Jersey 08081, (609) 561-4225.
5. **TAX EXEMPT:** The bid quote shall be net to the Board of Fire Commissioners, Fire District #1 and shall be excluded from any State or Federal taxes.
6. **BID DEADLINE:** Sealed bids shall be called for and shall be received, opened and read in public at the Winslow Township Fire District No. 1, Administrative Offices, 9 Cedar Brook Road, Sicklerville, New Jersey, on Thursday, July 23, 2009, 2:00 p.m., prevailing time.
7. **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.
8. **CONTRACT AWARD:** The contract will be awarded to the lowest qualified, responsible bidder. The Commissioners reserve the right to reject any and all bids. The Commissioners further reserve the right to waive any insubstantial irregularities in any bid. The Commissioners further reserve the right to award a contract based on the total bid or lesser amounts as determined in the discretion of the Commissioners. The successful bidder must enter into a signed Contract with the Fire District.

9. **E.E.O-**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, up-grading, 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 of 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 in each construction trade consistent with the applicable county employment goals established in N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Divisions 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 does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional, or sexual orientation, gender identity or expression, disability, nationality or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report
Employee Information Report Form AA302

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

10. **REJECTION OF BIDS:** The Commissioners reserve the right to reject any and all bids when such rejection is in their best interest.
11. **ACCEPTANCE OF BIDS:** The Commissioners reserve the right to accept any and all bids when such acceptance is in their best interest.
12. **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 the equipment, product or goods and services provided hereunder above and beyond the bid quote.
13. **AMERICAN GOODS:** All prospective bidders shall utilize manufacturers in the United States when available relative to supplies and equipment to be provided under the subject contract.
14. **PAYMENT:** Payment to the bidder should this contract be awarded to said bidder shall be made by the Commissioners at their regularly scheduled meetings and shall be in such increments as required by statute and only after the product is delivered to, and accepted by, the Winslow Township Fire District and all other conditions of the bid packet have been satisfied.
15. **NON-COLLUSION AFFIDAVIT:** A non-collusion affidavit in the usual form will be supplied with the bid instructions and a copy of the form is included in this packet. It shall be executed by the person or corporate officers submitting the bid. Said affidavit must be properly notarized. A non-collusion affidavit must accompany each bid. **THIS REQUIREMENT WILL NOT BE WAIVED.**

16. **OWNER'S LIST:** An owner's list in accordance with P.L. 1977, c. 33, approved March 8, 1977, will also be supplied with the bid instructions in the usual form and a sample is included in this packet. It shall be completed by the person or corporate officers submitting the bid. Said owner's list must accompany each bid. **THIS REQUIREMENT WILL NOT BE WAIVED.**
17. **STATEMENT OF COMPLIANCE:** Bidders are required to comply with the applicable statutory requirements and regulations adopted pursuant thereto, including but not limited to P.L. 1975, c. 127; P.L. 1977, c. 33; P.L. 1963, c. 150; and P.L. 1933, c. 277, including all amendments thereto. All bidders will be required to submit with the bid packet an executed Statement of Compliance which is enclosed in this bid packet.
18. **ACKNOWLEDGEMENT OF REVISIONS AND ADDENDA:** Every bidder is required to submit an executed Acknowledgement of Revisions and Addenda form as required pursuant to NJSA 40A:11-23.1. Failure to do so is mandatory rejection of the bid.
19. **PRICE PROPOSAL:** Every bidder must submit a completed and signed Price Proposal.
20. **BID PACKET COMPLETENESS CHECK-OFF:** Every bidder is required to submit the executed form entitled "Bid Packet Completeness Check-off." Failure to do so could result in rejection of the bid.
21. **BIDDERS AUTHORIZED TO TRANSACT BUSINESS 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 a copy of the Business Certificate issued by the State of New Jersey. **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. **THIS REQUIREMENT WILL NOT BE WAIVED.**

Before payment on the contract is made by the contracting agency, the contractor shall submit an accurate list of each subcontractor or supplier including business registration certificates used in the fulfillment of the contract, or shall attest that no more than 20% of subcontractors were used.

22. **FAIR AND OPEN PROCESS:** The public bidding of this goods and service project complies with the requirements of a fair and open process as prescribed in N.J.S.A. 19:44A-20.7.
23. **QUESTIONS RELATING TO THE BID PACKET:** All questions relating to the bid must be submitted in writing to Michael S. Scardino, Deputy Chief of the Fire Department, and all questions will be answered in writing and forwarded to all potential bidders.
24. **REQUIREMENTS:** All requirements and conditions contained in other bid documentation relative to this project 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 preparation of proposals or the performance of this contract.
25. **SUBLETTING AND ASSIGNING OF THE CONTRACT:** The successful bidder shall not transfer, assign or otherwise utilize more than 20% of the contract to any other party. The bidder awarded said contract shall perform said work or provide such goods or services as described in this bid packet with his own organization and with the assistance of employees under his immediate supervision.
26. **DEVIATION FROM BID 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. 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 proposal, and by submitting 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.

27. **CHANGES IN SPECIFICATIONS:** The Commissioners reserve the right to make any variations in its bid specifications.
28. **SUBSTITUTIONS IN MATERIALS OR EQUIPMENT SPECIFIED:** Any items mentioned by brand name in the specifications may have substituted therefore in the proposal items equivalent in quality and quantity. Substitution shall be accompanied by proof substantiating 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.
30. **INSURANCE:** The bidder shall provide a minimum of a one (1) million dollar general liability policy each occurrence with a two (2) million dollar aggregate; and a five (5) million dollar umbrella per occurrence and aggregate, applicable to all elements provided by the bidder, naming Winslow Township Fire District and Winslow Township Board of Education as additional insured. In addition, the bidder shall provide proof of workers comp and auto coverage with limits acceptable to Winslow Township Fire District. If the successful bidder is using subcontractors, the bidder shall provide insurance for them or the subcontractor shall provide insurance with the limits set forth above. The successful bidder must sign the Fire District's Hold Harmless and Indemnification Agreement.
31. **LOCATION OF EVENT:** The above Fire Safety Festival shall be held on the grounds of the Winslow Township High School, 100 Coopers Folly Road, Atco, NJ. A plan will be provided to the winning bidder by the Fire District.

ACKNOWLEDGEMENT OF REVISIONS OR ADDENDA

FORM TO BE SUBMITTED BY EVERY BIDDER

Complete only Section I or Section II

Section I -

I, a duly authorized representative of the bidder, hereby acknowledge receipt of a notice or revisions or addenda to the advertisement or bid documents, as dated below.

	Date Received	Initial
Revision/addenda 1		
Revision/addenda 2		
Revision/addenda 3		
Revision/addenda 4		

Section II –

If no revisions or addenda were received, initial here _____

Name (Please print)

Signature

Title

BID PACKET COMPLETENESS CHECK OFF

**FORM TO BE SUBMITTED BY EVERY BIDDER
(As required pursuant to NJSA 40A:11-23.2)**

All Bidders are required to submit this form pursuant to NJSA 40A:11-23.1 with the bid packet submittal. The authorized representative of the bidder should indicate, by initialing each entry, that the bidder has included those required items with the bid proposal.

Item	Initials
Statement of Corporate Ownership	
Non-collusion Affidavit	
Statement of Compliance	
Executed Bid Specifications indicating compliance/deviations	
Business Registration Certificate	
Document acknowledging receipt of any notice of revisions or addenda	
Sample Hold Harmless Agreement	

Name (Please print)

Signature

Title

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY;

SS:

COUNTY OF _____;

I, _____, of the Township 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 State of New Jersey relies 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 _____, 2009.

Notary Public of New Jersey (seal)
My Commission Expires:

OWNER'S LIST

In accordance with P.L. 1977, Chapter 33, approved March 8, 1977, stating: the bidder certifies the following information:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

Address:

STATEMENT OF COMPLIANCE

The undersigned, in connection with the bid submitted for equipment as defined in R.S. 10:5-31 and R.S. 10:2-1, and as part of its bid proposal made to the Board of Fire Commissioners of District No. 1 in the Township of Winslow, County of Camden 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. 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: _____

SPECIFICATIONS

<u>Qty.</u>	<u>Rides Description</u>
1	Fredericksen Fun Slide (3 Lane, 38' to Flag Tops, Fiberglass Slide)
1	High Lite Musical Chair Swing Mechanical Ride
1	Sellner (4 Carrier Unit) Dizzy Dragon Mechanical Ride
1	High Lite Spinner Swing Mechanical Ride
1	Zamperla Mini-Rocking Tug Boat Mechanical Ride
1	High Lite Kids Town Fire House Interactive Play Unit with ball pool, rope climb, suspension bridge and enclosed tubular slide.
1	Zamperla Baja Buggy Jump Around Mechanical Ride
1	Ninja Jump 4 X 4 Fire Engine themed Inflatable Bounce
1	Six well-groomed ponies housed under a colorful thirty-foot tent for pony rides.

Other Activities/Equipment

1. Provide one (1) 18' x 15', self-contained, covered Portable Stage equipped with sound and lights.
2. Provide one (1) RV or Travel Trailer Dressing Facility for Main Stage performers.
3. Provide three (3) Trampoline Shows to be presented at 1:30, 2:30 and 3:30. The show must include a live emcee.
4. One (1) Magic Show for one forty-five minute full stage Magic Show on Saturday or the Sunday Rain Date. The show will include live animals, audience participation and at least four big Magic Illusions. A minimum of 3 references are required but may not be requested.
5. Provide one(1) clown, a well-groomed clown in full costume and make-up who performs aboard his colorful operating bicycle. The clown must perform around the grounds from 1 PM until 4 PM on Saturday or the Sunday Rain Date. A minimum of 3 references are required but may not be requested.
6. Provide one (1) group to conduct a Musical Show. The suppliers must have a self-contained sound system. A minimum of 3 references may be requested

7. Provide three (3) face-painters. The face-painters will only use professional non-allergenic paints.. Face painting services will be provided from 1 PM until 4 PM on Saturday or the Sunday Rain Date.
8. Provide one(1) costumed Balloon Sculptor from 1 PM until 4 PM on Saturday or the Sunday Rain Date.
9. Provide one (1) professional, self-contained Cotton Candy Concession Trailer with staff. The Cotton Candy team will serve fresh, hot, bagged Cotton Candy from 1 PM until 4 PM on Saturday or the Sunday Rain Date.
10. Provide one(1) professionally erected 30' x 60'tent
11. Provide two (2) Sound-Attenuated 65KW Generators with fuel and Electrical Distribution Systems installed and operated in compliance with NEC Code.
12. The successful bidder will coordinate all activities through the Winslow Township Fire District.
13. The Bidders quoted price is all-inclusive including all elements of providing the Entertainment, Ride and Equipment Package as outlined above including but not limited to all personnel, transportation, sound-attenuated generators and set-up/tear-down expense.
14. All Amusement Rides provided by the bidder shall be in excellent condition and inspected daily by a NAARSO Level 2 Ride Inspector. All ride personnel will be well groomed and in uniform.
15. All Amusement Rides provided by the successful bidder shall be properly permitted for operation in New Jersey in 2009 and operated in full compliance with all NJ Rules & Regulations.

PROPOSAL

TO: The Board of Fire Commissioners of District No. 1
In the Township of Winslow, County of Camden

The undersigned hereby declares that he has carefully examined the advertisement for bids, resolution authorizing said advertisement, specifications and other bid documentation, if any, relative to the bids requested for fire equipment. The undersigned further declares that he has carefully examined all necessary matters in connection with this bid and that he will contract to carry out and complete said bid 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.

Amount proposed in accordance with bid specification.

Amount \$ _____

Signature: _____

Name/Title: _____

Company: _____

Address: _____

Telephone: _____

***HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT***

THIS AGREEMENT, made this day of , 2009, by and between Winslow Township Fire District #1 (“Fire District”) whose address is 9 Cedarbrook Road, Sicklerville, New Jersey 08081 and (**Name and Address of Successful Bidder**)

WITNESSETH

WHEREAS, the Fire District has advertised for public bids for the “Fire Safety Festival Activities”; and

WHEREAS, (“**Name of successful bidder**”) has been determined the most qualified bidder for the award of said bid; and

WHEREAS, as part of the Bid Specifications for the award of said bid, the successful bidder must sign a Hold Harmless and Indemnification Agreement with the Fire District.

NOW, THEREFORE, for and in consideration of the signing of this Agreement by the respective parties and the further consideration of the award of this Bid to the successful bidder, the parties do hereby agree as follows:

1. The preamble statements are incorporated by reference herein.
2. (**Name of successful bidder**) hereby agrees that it shall indemnify and hold harmless Winslow Township Fire District No. 1, the Township of Winslow, the Winslow Township Board of Education and the Winslow Township Fire Department, their officials, officers, agents and employees, against and from any and all losses, liabilities and damages (including without limitation reasonable Attorneys fees and costs) arising in connection with any

claims or third party action claim, proceeding or investigation, relating to the performance of all services required of the successful bidder by the award of the Fire Safety Festival Activity Contract to it, which may be imposed or incurred by reason of the negligence, willful misconduct or fraud of the **(name of successful bidder)**, or any of its employees, agents, subcontractors or assignees, including any claim or claims by any Governmental Agency that may have jurisdiction over such matter.

3. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the Hold Harmless and Indemnification Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall be incorporated by reference into the Contract awarded to **(name of successful bidder)** for the Fire Safety Festival Activities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by its proper officers, all the day and year first above written.

ATTEST:

**WINSLOW TOWNSHIP FIRE
DISTRICT #1**

VINCENT J. MAMMUCARI,
Secretary

ANTHONY SIROLI,
Chairman

ATTEST:

**TO BE SIGNED BY THE PROPER
OFFICER OF THE SUCCESSFUL
BIDDER**