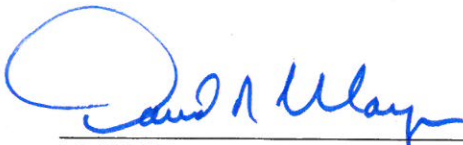


SPECIFICATIONS FOR
2015 INTERNATIONAL 7400 DUMP TRUCK FOR ASPHALT
WITH PLOW AND SPREADER OR EQUAL
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN



MAYOR

DEPARTMENT HEAD

BUSINESS ADMINISTRATOR

SOLICITOR

BID OPENING DATE: APRIL 1, 2015 @ 10:30 A.M.

SPECIFICATIONS # P.W.: 15-08

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

2015 INTERNATIONAL 7400 DUMP TRUCK FOR ASPHALT
WITH PLOW AND SPREADER OR EQUAL

BID SPECIFICATION NUMBER: PW: 15-08

will be received no later than 10:30 am prevailing time on April 1, 2015 at the Municipal Building, Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey, 08012 and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

2015 INTERNATIONAL 7400 DUMP TRUCK FOR ASPHALT
WITH PLOW AND SPREADER OR EQUAL
DO NOT OPEN UNTIL: APRIL 1, 2015 @ 10:30 AM

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

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

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council
Gloucester Township
1261 Chews Landing Road
Laurel Springs, NJ 08021

Date: _____

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: _____.

Having carefully examined the "Advertisement for Bids, Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten(10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn
before me this ____ day
of _____, 20____

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(Seal)

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL _____" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as may be permitted by law.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten(10) days after notice of the acceptance of their proposal.

WE ARE WAIVING
THE REQUIREMENT FOR A
SURETY BOND
NOT THE BID BOND

BID BOND

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

SURETY BOND

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in the full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the

(Surety Company)

will provide to _____ a performance bond
(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORISED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

INTERPRETATIONS OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifically stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable, shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

Chassis specification for 1 new dump truck

Manufacturer's Productions Sheet:

The successful vendor shall furnish one (1) copy of the actual Factory Production Sheet, for each unit furnished. The copies of the Production Sheet shall be submitted at the time of the Township inspection of unit.

General Instructions:

No Dealer advertisements shall appear on the unit. **NO EXCEPTIONS.**

Brake linings shall be non-asbestos. The vendor awarded the contract is required to furnish certification, in writing, that the brakes **do not contain asbestos.** The certification shall be furnished to the Township inspector at the time of inspection of the unit for delivery condition and compliance with specifications.

Errors and Omissions:

Inadvertent omissions and/or errors which may require changes in the attached specifications must be brought to the attention of the Township Director of Central Purchasing before the bid submission date. All questions shall be answered in writing, to all prospective bidders by addendum. Verbal responses shall not be binding.

Following the award, should the successful vendor discover and errors or omissions in the work undertaken and executed by him, he shall immediately notify the Director of Central Purchasing, who shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected thereby, he shall do so at his own risk. The work done shall not be considered as work done under and in performance of this agreement, unless and until approved and accepted in writing, by the Director of Central Purchasing.

It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.

Specifications Deviations or Substitution:

CHASIS CAB SPECIFICATIONS – International Model #7400 SFA-4X2 (or an approved equivalent)

All standard and optional equipment listed shall be Original Equipment Manufacturer's (OEM) items when available. **NO EXCEPTIONS.**

Dimensions:

Wheelbase.....160" Inches
Cab-To-Axle..... 85" Inches
Front axle to be setback 32" for better turning in tight areas and even weight distribution

Note: The City reserves the right to determine final cab-to-axle dimension at issuance of Purchase Order.

GVWR.....39,000 lbs. (minimum)
Bumper to Back of Cab.....107" Inches
Shoulder Room.....71" Inches
Hip Room.....70" Inches
Door Width.....37" Inches
Cab Height, Interior.....56" Inches (minimum)
Cab Width.....82" Inches (minimum)
Overall Width.....80" Inches

Additions to the cab such as bubble roof to allow for head clearance, shall **not be accepted. NO EXCEPTIONS.**

Compatibility Clause:

The successful vendor shall be responsible to ensure compatibility with body components. **NO EXCEPTIONS.**

Engine and Related Equipment:

- Diesel – International 9.0 SCR liter Six (6) cylinder 300 peak HP 860 lb/ft @1400 RPM fully electronic, in-line turbocharged, air to air intercooler, wet sleeve, electronically controlled unit injectors.
- 300 peak HP (minimum), 860 lb/ft torque @ 1400 RPM (minimum)
- Block heater Phillips with extended life coated oil pan 120 volt/1250 watt with "Y" cord from socket with provisions in oil pan for dealer installed 120 volt/150 watt oil pan heater.
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 1228 square inch radiator and 678 Sqin charged air cooler and a 342 sq in low temperature radiator.
- Silicone radiator and heater hoses with heat shrink clamps to prevent cold coolant leaks (**NO EXCEPTIONS**)

- Fan Drive Horton Drivemaster “two speed” direct drive with residual torque device for disengaged fan speed with nylon fan blades (or and approved equivalent)
- Air cleaner, single element with integral snow separation module and dash mounted restriction indicator Donaldson (or and approved equivalent)
- Filters – primary fuel, oil
- Heated fuel/water separator thermostatic fuel temperature controlled electric heater includes standard equipment water-in-fuel sensor.(or an approved equivalent)
- Electronic engine speed control for PTO, remote mounted for body builder or future access
- Oil pan magnetic drain plug
- Engine shutdown system, automatic with the warning lights and alarm, oil pressure, coolant temperature and coolant level. System must include automatic 30 second override
- Anti-Freeze, (**extended life type**), -40°F protection, with “low coolant” level warning light and alarm

Electrical System:

- Computer controlled wiring system with self-diagnostics and data link connector in the cab for vehicle programming. Dash to have LCD screen to read out all fault codes
- Wiring shall be color coded and continuously numbered
- Jump Start Terminal – remote mounted with clear access (vehicles requiring the removal of the battery box cover or connections of jumper cables directly to battery studs will not be considered)
- Cigar lighter to be supplied
- Power source cigar type receptacle without plug and card
- Jump Start terminal-remote mounted with clear access(vehicles requiring the removal of the battery box cover or connection to jumper cables directly to battery studs will not be considered.
- Radio AM/FM weather band
- Batteries – (3) 12 volt, 2100 CCA (minimum) Delphi W1150D(or an approved equivalent). NOTE: Battery mounting shall not interfere with the installation of hydraulic and body components. The battery box shall have a plastic or aluminum protective lid and shall be mounted behind the cab.
- Battery terminals to be sealed
- Alternator – 165 amp (minimum) Delco Remy 36SI pad mounted (or an approved equivalent)
- Lights – Cab Maker, (5) LED type
Headlamp, (2) Halogen
Daytime running, (2)
Directional Marker, (2) Front Corner of Hood, (2) Top of Fender
(Amber front/rear)

Tail with integral stop, turn, backup and license plate (2)
Interior Dome, door activated.

NOTE: The vehicles exterior lighting system, including headlamp, tail
And marker lights, must automatically activate whenever the
Wiper switch is engaged (**NO EXCEPTIONS**)

- Flasher – 40 amp, rated no load, solid state flasher with self protection and self diagnostics
- Turn Signal Switch – electronic, with “flash-to-pass” feature
- Circuit Protectors – manual reset, SAE Type III, with trip indicators
- Body Builder Electrical Connector – connection plug is to be located at the rear of frame for body builder connection to stop, tail, turn and marker light circuits, ignition controlled auxiliary feed and ground. **NOTE: The body builder will not be permitted to splice into any chassis wiring harness.**
- Back-up Alarm – chassis supplied, 102 DBA
- Snow plow lighting –Chassis manufacturer to supply a 36” auxiliary wiring harness with back lighted switch shall be supplied for plow lights and turn signals. **Note body builder will not be permitted to splice into any chassis wiring harness**
- Trailer connection socket 7 way mounted at rear of the frame, wired for turn signals combined with stop, compatible with trailers that use combined stop, tail and turn lamps.
- 2-way radio wiring effects factory installed. Wiring should have a 20 amp fuse protection includes ignition wire with a 5 amp fuse wire ends heat shrink and routed to center of header console in cab
- Clearance marker lights to be L.E.D
- Windshield wiper speed control will force wipers to slowest intermittent speed when park brake is set and wipers on.
- Head lights will automatically turn on if windshield wipers are turned on.
- Test exterior lights, pre-trip inspection will cycle all exterior lamps except back-up lights.
- Parking brake alarm- Electric horn to sound in a repetitive manner when vehicle park brake is “**NOT**” set with ignition off and any door opened.
- Body builder circuits, six (6) body circuits switches shall supplied in the instrument panel with one (1) weather protected power module mounted at rear of cab. The power module is to be six (6) channels capable, 20 amps per channel, 80 amp max output. The dash switches are to control the power module. The dash mounted switches must be back-lighted.

Exhaust System:

- Single Horizontal Muffler and vertical tail pipe includes tail pipe guard frame mounted right side located in such a way that it does not interfere with the body builder installations. 2007 after treatment device frame mounted outside right rail under cab. Cab mounted exhaust not acceptable.

Frame:

- Main Frame – 10.125” inches x 3.580” inches x .312” inches 120,000 PSI
- Reinforcement-total dimensions with reinforcement 10.813” inches x 3.892” inches x .312 inches, 120,000 PSI. Reinforcement must be full “C” channel reinforcement, one piece, extending the entire length of the main frame rail
- Front frame extension to be integral with full “C” channel 20 inches in front of grille
- Front tow hooks
- 31.72 section modulus (minimum) – 3,806,400 RBM’s (minimum)
- 2 rear tow hooks.
- Front frame extension shall be capable of being used for both front mount PTO pump and snow plow hitch
- Front Bumper – full width steel with swept-back ends .**NOTE: The body builder shall not weld to or “burn” holes in the bumper.**

Fuel Tank:

- 70 gallon capacity, non polished aluminum mounted on the left side under the cab door, (minimum). **NOTE: A minimum of two (2) self-cleaning steps shall be provided on both sides of the cab, with the lower step not exceeding twenty (20”) inches from the ground.**
- DEF tank to be mounted under driver door. Tank to be 7 us gallons.

Transmission:

- Automatic – 6-speed Allison Model 3500 RDS-P (or an approved equivalent)
- PTO Provisions (**NO EXCEPTIONS**)
- Input/Output electrical connection provisions must be provided for dump and salt spreading applications
- Synthetic Lube – Transynd (or an approved equivalent)
- Transmission Oil Temperature Gauge, dash mounted
- Transmission Oil Level Sensor, with readout at shift selector
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control, Push Button Type – dash mounted (**NO EXCEPTIONS**)

Front Axle and Related Equipment:

- 16,000 lbs. capacity Meritor MFS 16-143A (or an approve equivalent)
- Wide Track, 71.5” king pin center. . Front axle shall be set forward configuration.
- Wheel Seals, oil lubricated, includes wheel bearings
- Shock Absorbers
- Spring Pins, rubber bushed, maintenance free
- Drag Link and Tie Rods, greaseable
- Power Steering – gear driven

Rear Axle and Related Equipment:

- 23,000 lbs. capacity – Meritor RS-23-160 single reduction standard track 23,000 lb capacity with “R” wheel ends and driver controlled locking differential
- Ratio – vehicle shall be geared to obtain a speed of approximately 70 MPH and shall be programmed not to exceed 65 MPH.
- Magnetic Oil Drain Plug
- Wheel Seals
- Synthetic Lubrication, factory installed

Suspension, Front:

- 16,000 lbs. capacity, Parabolic springs with shock absorber.
- Aux rubber springs need to be supplied on each side

Suspension, Rear:

- Rear suspension to be single vari-rate 31,000 lb capacity includes 4500 lb multi leaf auxiliary springs.(or an approved equivalent)

Drive Shaft:

- Heavy duty
-

Brake System and Related Equipment:

- Anti-Lock Brake System – Four channel control full vehicle control system and automatic traction control(**NO EXCEPTIONS**)
 - Air Brakes – Front, Cam Type 16.5” Inches x 6” Inches
Rear, Cam Type 16.5” Inches x 7” Inches
Compressor – 13.2 CFM, Gear Driven, with air supply piped from air cleaner
Automatic Slack Adjusters, front & rear
 - Brake Lines – all color coded nylon
 - Supply tractor Package with glad hands
 - Brake chambers on rear rear axle to located inside rear tire envelope to meet all asphalt spreader/paver clearance requirements
 - Manual Drain Cocks
 - Dual Air Pressure Gauges
 - Low Air Pressure Warning Light and Alarm
 - Air Activated, Spring Loaded Parking Brake, with dash mounted control
 - Air Dryer, Heated, Bendix AD-IP(or an approved equivalent)
 - Drain valve bendix DV-2 with heater for wet air tank
 - Trailer Connection four-wheel with hand control valve and tractor protection valve with trailer connection socket 7 way plug located at the end of the frame
- NOTE: All brake lining material shall be non-asbestos. The successful vendor shall be required to furnish certification from the manufacturer stating that all brake linings are non-asbestos. NO EXCEPTIONS.**

Cab and Related Equipment:

- Conventional Style Cab, galvanized steel, with tilting three (3) piece construction hood, and stationary grille. Fenders are to be replaceable, independently of hood.
- Cab Air Ride Suspension with shock absorber
- Injection Molded TPO (or an approved equivalent) Fender Extensions – extensions are not to be glued to hood assembly, but rather shall be attached with removable screws or other hardware.
- Grille Assembly – bright finished and stationary
- Radiator Stone Guard – aluminum mesh type, stone guard mounted between grille and radiator
- Horn – both dual electric and air horn shall be provided. Horn activation shall be located on the steering wheel for both. **NOTE: The air horn shall be mounted under the hood – cab roof mounting is not acceptable**
- Glass – all cab glass shall be tinted. Vent windows shall be provided, and must pivot open.
- Interior grab handles to be safety yellow.
- Body Builder Pass Through – a knockout opening shall be provided in the cab floor for the body builder
- Mirrors – Two (2) Rectangular Heads, approximately 16” inches x 7” inches, with additional integral convex mirrors, mounted on a “breakaway” type “C” bracket. Both the main and convex mirrors are to be heated and thermostatically controlled. An additional 6”x 10” inches “look-down” convex mirror is to be mounted on the upper right side mirror bracket. This mirror shall be located in such a manner as to view the area directly at or below the passenger side door.
- Mirrors must be break away type mirrors **NOTE: No exceptions**
- All mirror bracket must be powder coated
- Radio- AM/FM with weather band
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)
- Gauges – air pressure (2), oil pressure, voltmeter, engine coolant temperature, fuel, hour meter, tachometer, transmission oil temperature, odometer, trip hours, trip miles.
- Warning Lights and Alarms – Low air pressure, low fuel, low oil pressure, low coolant level, high coolant temperature, low battery voltage, low windshield wiper fluid
- Grab Handles – entry assist, located inside the cab, left and right. Seating – Driver – National Air Suspension (or an approved equivalent) vinyl high back with integral headrest fully adjustable and with air operated lumbar support. Passenger two man, vinyl, high back with integral headrest and under seat storage.
- Windshield to be heated in glass.
- Heater/Defroster/air conditioner chassis manufacturer installed
- Air condition to have built in shut down system to control damage incase of a failure
- Seat belts to be safety orange
- Filter minder dash mounted

- Sun visors – right and left with center extenders
- Sun visor exterior with integrated marker lights.
- Overhead Console – with dual storage pockets
- Full Headliner and Padded Door Panels
- Adjustable Steering Column – infinite position type
- Cab to have exterior sun visor with integral L.E.D marker lights
- Cab Interior – manufacturer’s standard, City color preference is gray.
- Supply 7 pin trailer electrical socket located in rear of chassis

NOTE: Cab shall also include all manufacturers’ standard equipment.

Tires and Wheels:

Front – 315/80R22.55 Tubeless type, Radial Load, Range L (20 Ply), Highway Tread (or an approved equivalent), Disc, 9.0” inches x 22.5” inches power coat “White” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 11R22.5 Tubeless type, Radial Load, Range H (14 Ply), Mud and Snow (or an approved equivalent), Disc, 8.25” inches x 22.5” inches power coat “white” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs

Paint:

All painting shall be done in conjunction with manufacturer’s specifications. Cab shall be painted with a high quality, high solid, base coat and clear polyurethane overcoat. The wheels shall be powder coat painted. **NO EXCEPTIONS.** Paint shall be applied at the factory. Aftermarket refinishing will not be accepted. **NO EXCEPTIONS.**

Exterior Color: City supplied, Sikkens base coat clear coat (or an approved equivalent)

Chassis Color: Black

Wheels: Powder Coat

EXCEPTIONS:

Service Manuals:

A complete set of service, parts and wiring diagrams shall be supplied with total order in CD-ROM form. One (1) owner's manual shall be in each chassis cab.

EXCEPTIONS:

Delivery:

The units shall be delivered F.O.B. to a subcontractor's facility as designated by the Township, after pilot model approval. The units shall receive **all** pre-delivery preparation at the successful vendor's facility, **prior** to final delivery to the Township. The successful vendor shall be responsible for final deliveries to the Township. The body builder shall be responsible to deliver units to successful vendor's facility.

EXCEPTIONS:

Parts & Supplies:

The successful bidder shall supply a list of recommended parts and supplies which the Township should stock at a Central Warehouse. The list shall be prepared for the first through the eighth years of operation. The list shall include part number, quantity, description, price and possible source of supply.

EXCEPTIONS:

Dealer Network:

The successful bidder shall supply a list of authorized service facilities for heavy duty trucks which are near the Township maintenance facility

EXCEPTIONS:

Warranties:

All units delivered must be guaranteed to be free from defects in materials, design and workmanship for 2 years/unlimited miles from date of final delivery excluding normal wear items. (Warranty to include cab structure perforation and corrosion) 100% parts

and labor. Frame rail are to have a 7 year warranty (warranty to cover frame rails cross members and brackets) 100% parts and labor. **NO EXCEPTIONS.**

EXCEPTIONS:

DUMP BODY DIMENSIONS REF: BEAU ROC DLS OR EQUAL

Length	10'6"
Floor Width	Shall be 86" (front) to 88" rear to assist in load breakaway
Side Height	36" with 1/4" inverted angle welded solid full length both sides Sides to be equal in height as tailgate.
Tailgate Height	42"
Cab Shield	24"

LONG SILLS

8" X 3/16" thick, reinforced 80,000 psi high tensile steel, continuously welded to floor

CROSSMEMBERS

Body shall be of the crossmember-less design

FLOOR

Shall be 1 piece 1/4" 215,000 psi tensile strength (Brinell 450). Floor sheet shall be bent up to join side sheet. Side rub rail shall extend to and join with floor to form a monocoque side beam. Floor to have 45 degree radius. Floor and radius and front to be pre-plumbed for heat.

TAILGATE

Shall be 5/32" 215,000 psi tensile strength steel (Brinell 450). Bottom brace to be dirt shedding. Side bracing shall be fabricated from 3/16" x 3" x 4" structural tubing. Top hardware will be top mount style with 3/4" hinge, 1 1/4" nitrated cold rolled steel pins braced with 1/2" angle. The bottom pins shall be a minimum of 10" long, 1" diameter. Tail gate shall be double acting, have two J hooks for chain hangers and 3/8" grade 7 spreader chains.

Locking mechanism shall be zinc plated with individual threaded locking clevises for each side. Cross shaft shall be 1 1/4" cold rolled steel. Both pivot bearing and locking adjustment thread will have grease points with 3/4" latch plates and 5/8" latch hooks with 1 1/4" upper and lower locking pins. Entire mechanism shall be mounted to a 1/4" 80,000 psi high tensile steel bumper (municipal style) continuously welded into floor and rear post extensions to form a high strength structural unit.

External 3/8" banjo eyes for chains.

Tailgate control operated by double acting 3 1/2" air cylinder with 1" nitrated shaft.

BODY SIDES

Body sides shall be 36" high, with inverted angle welded solid at top to equal tailgate height. Sides to be fabricated from 1/8" 215,000 PSI tensile strength steel (Brinell 450) with faceted smooth side design bent into the plate to increase rigidity. The side shall have an 8 gauge A36 hi tensile front post and rear post of 3/16" 80,000 PSI high tensile steel. Top rail shall be a 3" x 4" x 3/16" structural steel tube with a 1/4" inverted angle fully welded both sides. The rub rail shall be dirt shedding and continuously welded to the side and floor.

BULKHEAD

Shall be 2 pieces, 1/8" 215,000 PSI tensile strength steel (Brinell 450). It shall have a formed 12" recess to hold the trunnion mount hoist. Recess shall not be more than 13" deep into body. Hoist mounting blocks shall be nitrated greaseable bushings.

CAB SHIELD

Shall be load bearing design fabricated out of 1/8" A-36 high tensile steel (full sheet one piece) 24".

Body to be painted to township spec color.

HOIST

Mailhot CS 90-4.5-3 DA double acting 24 ton capacity with mounting kit and integrated body prop .Hoist to be NTEA rated and certified. The cylinder shall be a low mount front telescopic hoist with a fully nitrided cylinder surface. The cylinder shall be covered in the lower portion. All pivot points must include grease fittings and protective dust covers. All bolts shall be USS grade 8 and have nylon lock nuts.

The hoist cradle shall have the hoist bearing surface area formed directly from the cross supports. They shall be nitrated and have grease points.

REAR HINGE

Rear hinge assembly shall be 4" x 4" x 3/8" structural angle with 2 1/4" nitrated hinge pins and 3" nitrated hinge blocks and grease points on all bearing points.

SPREADER PLATE

8" bolt on spreader plate shall be supplied.

SPLASH SHIELDS

3/16" steel 24" X 30 permanently attached to the body in front of rear wheels.

1/2 steel 1/2 rubber

GRAB HANDLES AND LADDER

1/2" round steel grab handles minimum both sides.

3 step integrated grip strut ladder on side of body D/S.

2 step ladder under body both sides

WALK RAIL

Grip strut walk both sides full length

TARP RAIL

5/8" round tarp rail both sides full length

COAL CHUTE

3 Coal chutes in tailgate

SALT SPREADER PLATES

Bolt on removable baffle plates for salt spreader use

LADDER

3 STEP EZ SLIDE OUT LADDER ON D/S

MUD FLAPS

Rubber rear flaps, plain (No Logo) anti splash with angle bracket not to exceed 22 degree federal regulation.

Shall be Truck Lite Super 50 harness style with 44 series L.E.D. round amber , STT, and marker lights across tail gate. Junction box wiring.

Heated Body:

- **Body is to be pre-plumbed at the factory for heat. Body perimeter including front and the longills.**
- **Furnish and install complete heat box including temperature sensor, thermal coupler, air cylinder and digital temperature sensing unit installed in cab.**
- This process shall be completed under current Patent with a license granted to the vendor installing the heat system.

SNOW PLOW

Henderson Hitch with "Level lift" design allows continuous level lift in any position.

Height of moldboard: 36" (height measured from road surface to inside of arc).

Length of moldboard: 120".

"J" Moldboard style shall have approximately 20" and the last 12" a minimum of 6" radius

Cutting path at 35° for 132' length plow is 108".

7 ga. Grade 50 rolled moldboard with ten (10) 1/2" x 3-1/2" ribs for extra strength and rigidity. Continuous welded one-piece rib with notches at top to allow moisture to escape. EXCEED Spec by 1/2" for additional strength.

Reinforced 4" x 4" x 3/8" bottom angle.

The top shall be reinforced at the top by a self-formed channel that wraps around top edge of ribs.

Two horizontal braces for added rigidity of 1/4" x 3"x3" angle are mounted at the upper moldboard support arm mounts. EXCEED spec of 2" x 2".

Attack angle is adjustable to 5°, 10°, and 20° with (3) attachment holes on the upper moldboard attachment point using 1" pins.

5/8" x 8" cutting edge with AASHO punching 3"3"12"

using grade 8 x 5/8" plow bolts with Brinell Hardness of 250 minimum and 325 maximum

The cutting edge banking plate of 5/8" x 3" steel shall be welded and braced with 1/2" x 2-1/2" gussets welded between each cutting edge bolt postion.

Cutting edge shall be flush with moldboard face to prevent snow build up on top of the cutting edge.

Lift chain shall be zinc plated 7/16" proof coil chain, repair link, two (2) 1/2" anchor shackles and a 7/16" grab hook clevis. There will be two (2) tabs welded to table assembly, equally spaced from center pin, for the lift chain.

Rubber baffle (1/2" x 12" wide x 11') shall mount at top of moldboard with 1/4" x 2" x 11" steel keeper bar.

FULL TRIP ASSEMBLY:

Full moldboard trip with (5) five external extension springs made of ASTM-A229 oil tempered $\frac{1}{2}$ " round wire, 4-1/2" O.D. x 24 active coils with end hooks to form a 90 Degree right angle to each other.

Spring force shall be at 30.5" with minimum 1,050 lbs and allow for 14" of stretch without deformation.

Springs are designed to allow for plow to trip when coming in contact with solid object and returning automatically to the original plowing position after clearing object. The springs will hold moldboard in plowing position otherwise.

Trip spings will have adjustable spring tension mounting holes to adjust tripping spring tension. Each spring will adjust individually by a threaded "J" hook. This tripping post must be independent of the springs and have holes for each spring. Tripping post must not interfere with tripping of plow.

A tripping mechanism will be a mechanical telescoping design constructed of 1-1/4" x 2" inside bar, $\frac{3}{4}$ " x 2-1/4" outside bar and reinforced with $\frac{1}{4}$ " x 2" bars.

Two (2) 1" diameter pins with minimum tensile strength of 72,000 lbs shall connect tripping post to moldboard.

PUSH FRAME:

Push frame width: 96" overall width, 4" x 4" x $\frac{3}{8}$ " wall structural tube. EXCEED spec with extended mounting of pins for reinforcement and EXCEED spec with structural wall tubing over angle.

Semi-circle table: be of arc design and be of solid continuous structural angle measuring 4" x 4" x $\frac{1}{2}$ ". In the circular arc portion, a $\frac{3}{4}$ " x 4" burned plate in the shape conforming to the 4" x 4" x $\frac{1}{2}$ " structural angle will be welded in place. This plate will include eleven (11) notches 1-1/4" deep x 1-1/8" wide at the bottom and 1-1/2" wide at the outer edge.

Circular arc portion shall be welded at each end with an overlap to structural angles measuring 4" x 4" x $\frac{1}{2}$ " that continues the length of semi-circle and joins to front angle measuring 4" x 4" x $\frac{3}{8}$ " square beam with reinforcement on each side with 3-1/2" x 3-1/2" x $\frac{1}{2}$ " structural angles.

$\frac{1}{2}$ " thick steel lugs welded to the top of the 4" x 4" x $\frac{3}{8}$ " square structural tube for attaching the carrying chain.

A-frame shall attach to front center of table with 1-3/4" diameter vertical headed pin with retainer to lock rotation of the pin to the A-frame. EXCEED Spec of 1-1/4". Pin held in place with $\frac{3}{8}$ " diameter roll pin.

Five (5) moldboard-to-push frame pivot points with 1-1/4" pins through ten (10) 5/8" thick push frame lugs, two (2) per connection point. Moldboard has (4) 1-1/4" long bushings and one (1) 6-1/4" long center bushing to provide 7.8" square inches of area on the push frame connection and 14 square inches of bearing area on the moldboard. EXCEED. Pin to be a minimum of 72,000 lbs of tensile strength.

Twin 3" x 10" nitrided hydraulic cylinders are for heavy duty power reversing attaching to the pushframe with 1" pins.

Latching mechanism shall operate automatically and monitor the moldboard in any of the eleven (11) positions from 35 degrees or left in 7 degree increments

Pushframe shall be constructed of two (2) 4" 13.8 lbs ship channels with bracing and be in form of an "A".

Top and bottom of push frame shall be ½" triangular shaped plate.
Welded to front of triangular plates shall be a pair of ¾" x 3" steel brackets and between them a curved socket member shall provide to relieve the pivot pin of thrust stress.
The attachment pin at this point shall be a minimum of 1-1/4" diameter axle quality steel that shall engage with corresponding ears on the front angle of the semi-circle frame.
An assembly welded to form a continuous trust beam at the center of this box construction of plates and channel in-line of the forward rotation
The first forward member to be minimum of 4" @ 7.7 lbs I-Beam bearing against the push ears in the front and extending to the rear to butt against a tubular telescopic member extending further to the rear and attach to a cross channel with a 1" bolt.
Telescoping onto the the tubular member shall be a sliding yoke having (2) pair of ears at the front connecting to the hydraulic reversing clyinders to the rear of the sliding yoke.
A latch part shall be incorporated which continues further to the rear and presses against a heavy duty latch spring measuring 5-7/16" O.D. x ¾" diameter spring wire with 9" of free travel. Spring shall be made of AISI 5160 hot rolled spring steel and heat treated after cooling. Spring to be closed and ground.
The latch shall seat against a circular plate welded to the rear cross channel
Lubrication fittings shall be supplied to ease movement of the slide assembly.
A guide plate will be welded to the rear of the top triangular plate to control the position of the yoke assembly and latch part. This plate shall also extend forward to be in a position above the circular arch angle.
Two (2) rear channels of the push frame shall be provided with a heavy duty 1" thick steel ear bolted to the push frame. Ear spacing of plow portion hitch shall be 21" to fit truck portion pin hitch using 1-1/4" diameter pins.

PAINT:
All metal surfaces are to be cleaned to remove slag, splatter, oxide, and oil residue.
All surfaces are high-pressure cleaned and degreased with phosphate solution prior to painting. Moldboard, Push frame assembly and hitch components are powder coat DuPont Dulux Omaha Orange Enamel #93-082 equivalent in powder coating.

RUBBER DEFLECTOR
12" Rubber deflector
RUBBER CUTTING EDGE
1 ½' X 10"

LEVEL LIFT ASSEMBLY
The level lift assembly shall provide automatic control which will hold a raised plow moldboard an equal distance from the ground at the bottom of the cutting edge
Level lift design hold an equal elevation regardless of height raised above the road surface and regardless of moldboard plowing angle.
The moldboard plowing angle must be able to be changed to any desired position, maintaining

equal elevation without first lowering plow, changing plow angle, and then re-lifting.

PLOW MARKERS

Two (2) Safety Orange constructed of high-density polyethylene measuring approximately 1-1/4" O.D. x 36" long.

MOLDBOARD WHEELS

Two (2) each 10" diameter wheels from abrasion resistant steel with Timken bearings
Screw adjustable brackets with screw handles. Bolt on type

CURB GUARDS

Two (2) moldboard shoes of A36 steel 5/8" thick x 6" wide x 14" long. One mounted on each end of plow to wrap around the edge of snow plow moldboard at the cutting edge level.

Each curb guard will have (2) 11/16" diameter bolt holes and mounted to top of snow plow cutting edge on front side.

The Center of the first bolt hole shall be 1-1/2" from the flat square end of the shoe. The center of the second bolt hole shall be 3" from the center of the first bolt hole. Bolt holes shall be positioned 1-1/2" down from the top edge of the curb shoe.

WELDING:

All welds are continuous

PLOW HITCH

4" x 4" Upright lift frame beam

1/2" x 6" x 28" upright adjustable tapered plate, 10 adjustable holes with 2 1" pins

3/8" x 6 1/2" X 25" Long formed plate angle

Lift arm support-4" x 4" x 1/2" angle

Bottom support plate 3/8" x 5 1/2" x 8" x 6" formed "Z" section

Horizontal wide flange 4" x 4" x 13 lb. wide flange

Hinge shackles 1/2" x 8" x 4" equipped with 1 1/4" x 7" B.H. hinge pins with

Cotter pins on 21" centers

Adjustable extension formed channel, 6 adjustable holes with 3/4" x 1 3/4" high tensile corrosion resisting bolts, hex nut and locking washers

Oscillating bar 2 1/4" diameter x 11 1/2" long with 1/2" steel plate shroud

Connecting pin 1" x 10" rivet with tapered point cotter pin and washer

Axle clamp 1/2" x 6" inside horizontal dim. X 6 1/2" inside vertical dimension. Formed plate angle with serrated locking pads.

Shroud 1/2" x 4 1/2" plate double welded

Hook bolts 3/4" x 12" with serrated lock block and elastic stop nuts

Bumper angle 4" x 6" x 1/2" angle with 1/2" x 4" x 4" shackles

Lift arm to be 9 7/8' wide at rear , 4" wide in front

Lift chain

3" x 10" double acting lift cylinder

HYDRAULIC PUMP/PTO:

The hydraulic pump shall be a Parker PGP330 or equal series gear pump that shall be direct mounted to a Hot Shift PTO. The pump shall have a flow rate of 15.96 GPM at 1000 engine rpm. The pump shall have a B-B splined drive shaft. The suction hose to the pump shall be a minimum of 1 ½" I.D. SAE 100-R4 hose. The power take off shall be a Parker Hot Shift 277 series PTO mounted on the left, right, or topside of the transmission with a ratio of 103% of engine speed.

SHUT DOWN SYSTEM:

There shall be a sensor for low oil/high temp mounted in the top of the reservoir. It will be a normally open circuit rated for 3 amps. When the oil reaches a critical level this circuit will close sending a signal to the hot shift power take off, disengaging the pump and shutting off the flow of oil to the system. At the same time, a signal will be sent to an indicator mounted in the cab alerting the operator of system shut down. A low oil manual override switch will allow the operator to momentarily override the system shutdown to raise the plow or lower the dump body, in order to return to a maintenance facility.

RESERVOIR/ VALVE ENCLOSURE:

- The hydraulic reservoir will be of 35 gallons nominal capacity.
- The hydraulic reservoir will be constructed of 10-gauge steel and be internally baffled.
- Mounting bracket is to be designed and supplied by the reservoir supplier.
- Mounting system should allow for a 1" frame clearance for frame obstructions.
- Shall be mounted in a manner as to not transmit any truck torsional loads thru the tank.
- The enclosure will use a gasket-less passive technology. (No rubber seals, gaskets, or weather stripping.)
- The enclosure lid will be removable within seconds by one person without the use of tools.
- All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections are to be protected by enclosure cover.
- The reservoir supplier will provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.
- The cover will protect from both road and pressure washer spray.
- The use of bulkhead fittings is not permitted.
- The directional control valve must be easily accessible from all (6) sides without the use of tools.
- Hose exit and entrance must allow for components to be mounted adjacent to the enclosure.
- A 2" full flow brass ball valve shall be plumbed at the suction port of the tank.

The valve/tank assembly shall be a Force America model "VT35 Valve/Tank Assembly" or prior approved equal.

FILTER:

Hydraulic oil filter shall be mounted in the reservoir. Hydraulic filter shall be a 16-micron absolute and rated for no less than 60 GPM. Filter shall be a TEF31016VG16SP-UG60E115. The filter will come with both a visual and electrical bypass indicator. A warning light shall be mounted in the cab and wired to the electrical indicator.

VALVE CONTROLS:

The valve controls shall be Morse remote control system with dynamic rod seal cables. Must be bulkhead type connections at the hydraulic valve sections. Valve controls shall be mounted at the right of the driver. The hoist section shall have a center lock to prevent accidental actuation. A combination of single or dual axis levers stacked together for operation of the remaining sections in hydraulic valve bank. The controllers shall be mounted in a totally enclosed tower. Cable core shall be stainless steel capable of 100 pounds of push and pull.

1. Spin-A-Veyer section, consisting of two pressure compensated cartridges that are a single piece design with hardened cartridge bores and spools. These shall be operated independently via a 12 VDC pulse width modulated signal. Each valve shall have heavy duty 7/16-20 UNF screw style manual overrides that are adjustable from no flow to full flow. These valves shall be mounted in a housing that is made of aluminum with gray anodizing for corrosion resistance and durability. The auger/conveyor shall be a 15 GPM spool and the spinner shall be a 7 GPM spool. The electrical connections shall be weatherpacks.

SPREADER CONTROL CONSOLE:

The spreader control shall regulate the auger and spinner speeds. There shall be two individual detented knobs providing proportional control from closed to fully open on the control valve of the auger and spinner. Front face panel shall have "standby" indicator light activated by pushing the auger dial, blast mode adjustable for momentary or timed up to 16 seconds with cancellation and flashing indicator light. Other features shall include remote standby and blast inputs, switch selectable speedometer interrupt (sander shutdown when vehicle stops), reverse polarity protected, adjustable back lighting via vehicle controls. Spreader control shall be **Force America model SSC-2150TY** or prior approved equal.

CONTROL VALVE:

Control valve shall be U.S. manufactured. Valve to be a closed center type with an unloader. The unloader shall be a **field replaceable unloader cartridge**. Valve to be o-ring ported. Mid-inlet section porting will be #16 inlet, #20 outlet, #16 hoist section, and #10 or #12 for all other sections. The hoist section shall be stacked to one side of the mid-inlet and all other sections will be stacked on the other side. All ports shall be level with each other so as to lay flat on its base. There will be a main relief in the mid-inlet section that will be set at 2000-PSI maximum system pressure.

Valve section to be arranged as follows:

1. Hoist, 4-way for a double acting cylinder with down side work port relief set at 500 PSI.
Mid-inlet transition section
2. Plow Lift, 4-way for a double acting cylinder with flow control.
3. Plow Angle, 4-way for a double acting cylinder with flow control
Motor spool valve to protection the cylinders.

Valve to be Force America Add-A-Stack® valve or prior approved equal.

HYDRAULIC LINES AND PLUMBING:

Quick couplers front and rear to match existing township couplers

All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within hydraulic system. Suction line between reservoir and pump shall be a minimum of 2 in. I.D. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps, radiator hose clamps unacceptable. All pressure hoses, including signal sense to pump shall have swivel fittings on both ends and have a minimum SAE 100-R2 rating. Return lines and case drain shall have minimum SAE 100-R1 rating.

Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact.

Hoses shall not be routed near exhaust manifolds pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire. **Pipe fittings** are not acceptable in any high-pressure line. Maximum distance between support clamps on all hydraulic lines shall be 24in.

ACCESSORIES

STROBE SYSTEM

6 Head L.E.D. amber flashing light system

-2 in front cab shield

-2 in side of cab shield

-2 rear corner posts

Extra set of L.E.D. stop, turn taillights in rear corner posts

4" Spreader work light

PH-25 25 ton pintle hook on ¾' plate with safety "D" rings

Plate to cut to enable truck to back into paver

7 prong trailer light plug

Body Vibrator

Back up alarm

Aero electric tarp and roller with asphalt tarp

Tekonsha Voyager electric brake controller

SPECIFICATIONS FOR 304 STAINLESS STEEL DIRECT DRIVE UNDER TAILGATE SALT SPREADER

The under-tailgate spreader shall be of the bottom opening design. The entire unit will rigidly mount to the sides of the dump box with single pin quick detachable hardware. This mounting shall allow the dumping of materials without interference from the spreader. The overall spreader width shall not be over 96". This unit will spread free flowing granular materials, abrasives and chemicals and be factory adapted to accept automatic control systems.

HOPPER

Rigid 7 gauge one-piece end plates shall be continuously welded to a 10 gauge auger through. The unit will have a 10 gauge three point hinged bottom that, when released, exposes the entire length of the auger for easy clean out. This hinged bottom shall be held in place by two heavy cam locks with a lift handle for convenient one-man operation. The anti-flow cover over the discharge opening is manufactured of 10 gauge stainless steel and removable without the use of tools. the 10 gauge cover/back plate will be a one-piece hinged integral part of the unit that may be raised when spreading and lowered when dumping. This cover shall be capable of being locked in either the raised or lowered position by two (2) simple captivated latches.

AUGER

6" (nominal) heavy duty auger shall consist of 3/8" fitting which is welded to a 2" Schedule 40 (ASTM) pipe. This auger shall have continuous and reverse fitting to the discharge port for more uniform dump body emptying and shall be supported by 1 1/4" shafting ends. The auger shafts will be supported in sealed, self-aligning precision single row radial bearing with grease fittings. The drive end bearing shall attach to a removable 10 gauge end plate. The discharge port shall be located on the left side of the trough.

SPINNER

The spinner shall consist of a disc and six (6) vanes formed into a single polyurethane unit, resulting in a flat trajectory and a uniform spreading pattern from 4' to 40'. The spinner assembly shall be adjustable allowing for variable spreading patterns left, center or allowing for variable spreading patterns left, center or right. This will be accomplished by sliding the hinged frame sideways on the shaft so that the point at which the material hits the spinner disc is varied. To control the direction of material being spread, a 10 gauge, type 304 stainless steel, adjustable baffle shall be provided.

The entire spinner assembly shall be easily removed by pulling two (2) pins and uncoupling two (2) hydraulic "quick disconnect" hoses. The spinner speed and the auger feed rate shall be variable through controls described in these specifications. The spinner disc will be mounted directly onto the hydraulic motor shaft by means of a cast iron spinner hub. The spinner assembly will be linked to the truck frame with a universally mounted parallel arms to keep the spinner horizontal to the road at all dump box angles. A spinner shield shall be provided to prevent material from striking the truck.

A direct drive motor located on the right side of the spreader shall drive the 6" auger. An independent spinner motor shall mount directly to the spinner disc eliminating any power loss by transmission. The spinner speeds and auger feed rate are both variable.

This spreader shall fast to the side of the dump body using quick disconnect pins for quick mounting and removal of spreader without use of special tools. The mounting of the spinner assembly to the trough shall occur with 304 stainless rod. All components used in the mounting shall be manufactured of a minimum of 304 stainless steel.

Option:

84" deep cross body tool box with 4 lockable doors (2) each side and an intermediate shelf

GENERAL CLAUSE

PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

PAYMENTS

Payments shall be made to the contractor within sixty(60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

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 requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notifications 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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction 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 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.

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

NEW JERSEY PREVAILING WAGE ACT

All work on this project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of the New Jersey Department of Labor shall become part of the contract.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District 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 of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more of its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH "FORM OF PROPOSAL" WILL BE CAUSE TO REJECT THE BID

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

During the performance of a contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. 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 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, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
2. 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 or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.
5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including 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, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. 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 and by application Federal Law and applicable Federal Court decisions.
8. 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 or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By:

Name of Firm

Signature

Title

Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

being duly sworn, deposes and says that he/she resides at:

and that he/she is the _____ of _____
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will agree
to the Plan for Affirmative Action.

Subscribed and Sworn to

before me on the ____ day

of _____ 20 ____

(Notary Public)

My Commission Expires:

(Seal)

GOODS, PROFESSIONAL SERVICES 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 the 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, sex, affectional or sexual orientation. 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 the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

SIGNATURE

(NAME) PRINT OR TYPE

COMPANY NAME:

DATE:

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the 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
(Title of Bid Proposal)

executed 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 upon the truth of the statements contained in said Proposal
(Name of contracting unit)

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
before me this _____ day
of _____, 2

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, _____ of the (City, Town, Township, Borough, etc.)
of _____ in the County of _____ and the
State of _____ of full age, being duly sworn according to law on my
oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

_____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. 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/dca/lgs/lpcl/busregis/bus or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractor's and named subcontractor's. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and Sworn
before me this ____ day
of _____ 20 ____.

Notary Public of

Signature

My Commission Expires _____

(Type or Print Name)

(Seal)

CONSTRUCTION CONTRACT

During the performance of this contract the contractor agrees as follows:

- 1) 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, or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
- 2) 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 or sex.
- 3) 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 Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time-to-time.
- 5) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provision 1, 2 and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

P.L. 1975, c. 127, as amended and supplemented from time-to-time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within(3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
 - 1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
 - 2. To notify any minority workers who have been listed with it as awaiting available vacancies;
 - 3. Prior to commencement of work, to request the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

4. To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure consistency with the applicable State and Federal Statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition is not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, Union, Apprentice Program or a Referral Agency, provided the Referral Agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii: If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.

- iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
- 7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- C. The contractor or subcontractor agrees that nothing contained in the preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement and where required by custom or agreement, it shall send journeymen and trainees to the union for referral or to the apprenticeship program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.
- D. The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.
Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

THIS AGREEMENT made this _____ day of _____ 20____, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF _____, part of the second part;

The vendor/contractor agrees to sell/construct and the purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The vendor/contractor and the purchaser agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the purchaser. The vendor/contractor further agrees to furnish a bond with sufficient surety in the amount of _____ the amount of this contract, guaranteeing performance of the contract or delivery to be made a part hereof. The purchaser agrees to make payments in accordance with the terms of proposal.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire _____.

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.). It applies to contractors bases in New Jersey or in another state.

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

<u>NAME</u>	<u>NOT REGISTERED</u>	<u>REGISTRATION #</u>
Bidder _____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____

IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

Subscribed and sworn before me this
_____ day of _____ 20_____.

Signature

Notary Public

(Name & Title Type or Print)

My Commission Expires) _____ 20_____

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

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 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 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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.