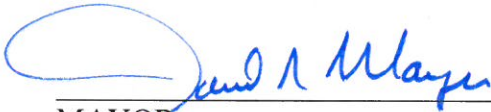
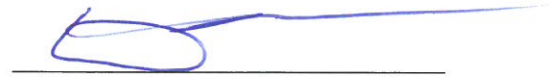


SPECIFICATIONS FOR  
ONE (1) THIRTY TWO (32) PASSENGER TRANSIT BUS  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN

  
\_\_\_\_\_  
MAYOR  
\_\_\_\_\_  
DEPARTMENT HEAD  
\_\_\_\_\_  
BUSINESS ADMINISTRATOR  
\_\_\_\_\_  
SOLICITOR

BID OPENING DATE: APRIL 1, 2015 @ 10:45 A.M.

SPECIFICATIONS # P.W.: 15-09

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

ONE (1) THIRTY TWO (32) PASSENGER BUS

BID SPECIFICATION NUMBER: PW: 15-09

will be received no later than 10:45 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:

ONE (1) THIRTY TWO (32) PASSENGER BUS  
DO NOT OPEN UNTIL: APRIL 1, 2015 @ 10:45 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 at ove 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.

### 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.

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

### 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.

# **GLOUCESTER TOWNSHIP TRANSIT BUS**

## **BID SPECIFICATIONS: 32 PASSENGERS or 28 plus 2 WHEELCHAIR POSITIONS**

### **1.0 SCOPE, PURPOSE and CLASSIFICATION**

#### **1.1 Scope**

The intent of this specification is to provide a description of a model year 2016 or newer bus utilizing the Freightliner S2C chassis. Detail is provided describing the construction method, which focuses on safety, durability, and affordability. Capacity shall be 32 passengers and up to 2 forward facing wheelchair positions utilizing 3-step double foldaway passenger seats.

#### **1.2 Purpose**

The vehicle shall meet all applicable FMVSS, American with Disabilities Act (ADA), and Society of Automotive Engineers (S.A.E.) recommended practices. Bidder's shall utilize a "Steel Safe" construction incorporating a full roll cage and galvanized steel sidewalls. The bus shall also have a fiberglass front cap and five-piece ABS rear cap. The bus body shall be mounted over rubber isolators front to rear on a chassis with minimum 26,000 GVWR.

#### **1.3 Classifications**

This specification calls for the following type of vehicle in accordance with all applicable STURAA and FMVSS requirements. The bus shall be 10-year/350,000 mile Altoona tested. A copy of the Altoona test report shall be included in the bid submittal. Bids without an Altoona test report will be deemed non-compliant and the bid will be disqualified.

#### **1.4 General**

This specification is for a steel constructed bus on a Freightliner chassis. It should be noted, however, that this specification is written around specific needs, with the intent to standardize certain components. Therefore, in numerous places we have named specific brands of components. This has been done to establish a certain standard of quality. Other brands will be considered providing the vendor meets the Township's minimum quality standards. It is the intent of these specifications to describe and govern the purchase of new and unused motor vehicle equipment with any and all accessories as noted herein. The units shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal", they shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which they propose to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Information provided must be complete and must parallel the information provided in the specifications. Each deviation or exception must be in the exact bid format and each section of bidder's exception noted and made explicitly clear with detailed technical and/or performance data so the Township can make a determination as to its equivalency to the specification requirements.

Terms such as, "No structural differences", "See our attached specifications" or "We are equal to your proposed specifications" will not be permitted. It is the responsibility of the Township and its representatives to determine if a substitution to the specifications is "Or Equal" or if it is not. It is not the bidder's prerogative to declare that what s/he is substituting is "Or Equal". The bidder may not just provide product literature or specifications without indicating deviations from the published specifications. Failure to fully and clearly describe deviations in the format described above will render the bid invalid for material non-compliance to the published specification requirements.

In the final determination, made by the Township, it may be necessary for the bidder to provide a demonstrator vehicle for inspection and evaluation.

#### **1.5 Materials**

All materials used in conversion of the bus shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers or similar association standards.

#### **1.6 General Design**

The bus shall be a body on chassis type consisting of a steel cage construction with vacuum laminated sidewalls, front and rear lift doors, front and rear doors and rear wall. The bus body shall be mounted on 1/4" thick rubber isolators using SAE Grade 8, 1/2 UNC bolts torque to 60-65 ft-lbs. No part of the body is to be welded directly to the chassis frame.

## 2.0 TECHNICAL REQUIREMENTS

### 2.1 **Manufacturer and Model Year**

Freightliner S2C Chassis  
Model Year 2016

### 2.2 **Standard Equipment**

Dual rear wheels  
26,000 lb.'s GWVR (gross vehicle weight rating)

### 2.3 **Frame Rails**

- 5/16" x 3" x 9 1/8" steel frame; 80,000 PSI

### 2.4 **Axles**

#### **Front Axle:**

- 10,000 Lb. Gross Axle Rating
- Taperleaf front suspension
- Sachs front shock absorbers
- Front tow hooks.

#### **Rear Axle:**

- 19,000 Lb. Gross Axle Rating
- 5.13 ratio.
- Transmission and rear axle driveline guard.
- Air Suspension, Air Liner 23,000 lb. Capacity with dual air leveling valves
- Rear sway bar

### 2.5 **Steering:**

- TRW THP-60 power steering with cruise control.
- Tilt and telescopic steering column.
- TRW power steering pump.
- 2 qt. power steering reservoir.
- TRW tilt/3.00" telescopic steering column with foot actuated pedal.
- 4 spoke 18" (450mm) black steering wheel.
- 55 degree cut angle.

### 2.6 **Battery**

Chassis to be supplied with dual Alliance Model 113, Group 31, 12 Volt maintenance free, 1900 CCA (combined), threaded stud batteries mounted in a stainless steel container on a stainless steel, pin locking slide out tray. The battery compartment shall be self-draining, vented and located below the floor line (behind driver) with a "luggage" style door on the exterior for access. The battery cables shall be color coded for positive/negative identification and meet S.A.E. standards. A battery disconnect switch must be supplied.

### 2.7 **Transmission**

- Allison 2200 PTS automatic.
- Console shift.
- Park pawl.
- NO PTO provision.
- Vehicle interface wiring with ADA interlocks.
- Magnetic plugs.
- Water to oil cooler.
- Synthetic fluid TES-295 compliant.
- Transmission mounted air operated drum brake.
- Driveline guard.

### 2.8 **Drive Shaft**

- SPL70 Dana Spicer main driveline with half round yokes.
- No inertia flywheel.
- Driveline guard.

### 2.9 **Engine**

- Each chassis will be equipped with a 6.7L diesel, Cummins ISB, 240HP @ 2300 RPM (2600 governed).

- o 560 Lb. / Ft. @ 1600 RPM.
  - o Cummins Exhaust Brake Integral with Variable Geometry Turbo and On/Off Dash Switch
  - o 85 MPH road speed limit.
  - o Ramp rate: 200 RPM per second.
  - o Phillips-Temro 750 Watt/115 Volt block heater, 120VAC plastic plug cord.
  - o Aluminum flywheel housing.
  - o Horton electronically controlled viscous fan clutch.
  - o Full flow oil filter.
  - o Rubber coolant hoses.
  - o 950 square inch downflow; radiator mounted in front.
  - o Radiator mounted surge tank.
  - o Antifreeze to -34F, ethylene glycol pre-mixed 50/50 coolant.
  - o Electronic engine integral shutdown protection with override switch.
  - o Maximum 8 degree expected grade.
  - o Cummins spin-on fuel filter.
  - o Magnetic plug.
  - o Engine hour meter, Hobbs 85093-03
- 2.10 **Air Cleaner**
- o Farr ECO BC air cleaner, 11" diameter x 18".
  - o Air cleaner mounted on rail.
- 2.11 **Air Compressor**
- o Cummins 18.7 CFM with internal safety valve, governor.
- 2.12 **Starter**
- o Delco 12V, 29MT Starter with integrated magnetic switch.
- 2.13 **Alternator**
- o An LN 12V 320 Amp 4962PA Pad Mount alternator.
- 2.14 **Exhaust System**
- The chassis will be equipped with 4" I.D. – 16 gauge aluminized mild steel exhaust system. Completed units must meet United States noise level and exhaust emission requirements. Exhaust must exit the rear streetside of the bus under vehicle bumper with a 90 degree turn down. This chassis has 2010 EPA/CARB emission certification.
- o RH inboard frame mounted horizontal SCR catalyst.
  - o 10 gallon diesel exhaust fluid tank.
  - o Engine aftertreatment device, automatic over the road regeneration and dash mounted regeneration request switch.
- 2.15 **Fuel System**
- The vehicle will be equipped with a 100 gallon rectangular fuel tank located between the frame rails. The system will be equipped with a single fuel fill hose located on road side, single suction and return fuel lines and a reinforced nylon fuel hose. Alliance fuel filter/water separator with primer pump and indicator light.
- 2.16 **Wheels and Tires**
- o Front and rear: all wheels shall be 22.5" x 7.50". All wheels shall be OEM aluminum.
  - o All tires will be Goodyear G661 255/70R22.5, 16 ply radials. Spare wheel and tire included.
  - o Wheels shall be Freightliner, OEM Aluminum.
  - o Properly mounted and balanced – lead free weights.
  - o Valve stem extensions for the rear dual wheels.
- 2.17 **Brakes**
- o Brakes; Bosch hydraulic pin-slide disc, front and rear
  - o Front and rear Wabco Hydraulic ABS (4) channel
- 2.18 **Compressors**
- o Dual Seltec TM-21 refrigerant compressors.
- 2.19 **Air Conditioning and Heater**
- o The heating system shall have the 960 dash system in the driver's area and two 65,000 BTU heaters mounted under the seats in the passenger area.



- Heaters are to be individually controlled by three (3) position switches low, high, and off, and be controlled from the switch panel. A heavy duty auxiliary heater pump shall be installed.
- Chassis 960 in-dash type front air conditioning and rear auxiliary air conditioning system shall be provided.
- Rear air conditioning shall be ACT – 9P935332121 125,000 BTU with dual CS3 condensers, EZ 9 and EZ 935 evaporators. There shall be two OEM TM21 compressors and quick disconnect hoses.
- The rear air conditioning EZ9 evaporator shall have a heat mode with a 70,000 BTU minimum.
- A 6" defroster fan shall be installed in the front upper right corner of the co-pilot area.

## 2.20 **Windows**

- Windshield is to be OEM two-piece laminated safety glass rated AS1.
- Driver's side window shall be capable of manual opening and will be tempered or laminated safety glass rated AS2.
- Side passenger windows are to be bonded style with 20% light transmitting tint. Passenger side windows must be in compliance with FMVSS 217 (Bus Window Retention and Release) and must be on file. Window sizes shall be 34 ½" x 47 ½" and 34 ½" x 23 ½".
- Side passenger emergency egress windows shall be of bonded style. Passenger side emergency windows must be in compliance with FMVSS 217 (Bus Window Retention and Release) and must be on file. Emergency windows must be clearly labeled with instructions of operation in a visible location on window. Side passenger emergency egress windows are to be located on each side of vehicle with number of passengers designating quantity. Window size shall be 34 ½" x 47 ½" with 20% light transmitting tint. There shall be three (3) pushout windows per side, total six (6). A red light shall be located above each egress window to designate emergency exit.
- Rear emergency door windows shall be fixed style window. These windows to be upper and lower. AS3 rated window sizes are to be 33 ½" x 23 ¾" - upper window, and 23 ¾" x 13 ¼" lower window with 20% light transmitting tint. Two windows, one on each side of the rear door shall be installed. All egress locations shall be identified with a red light illuminated at all times when ignition is on.
- Lift door windows shall be fixed style window rated AS3. Window sizes shall be 33 ½" x 11" for the double lift doors with 20% light transmitting tint.
- A front observation bonded window shall be installed in the front cap over the chassis windshield. The window size shall incorporate the entire front cap area. The entire surrounding area of the front cap shall be insulated.

## 2.21 **Instruments and Gauges**

- Black sealed instrument cluster, data linked.
- Black faced gauges (pantone hexblk c)
- Green gauge backlighting.
- Orange gauge pointer.
- English units major scale.
- Dash mounted air restriction indicator with graduations.
- Cruise control switches.
- Key operated ignition switch and integral start position; 4 position off/run/start/accessory.
- Driver message center with LCD display.
- 24 warning lamps.
- AMI diagnostic interface connector, 9 pin, SAE J1939, located below dash.
- Electric fuel gauge.
- Low fuel indicator.
- Programmable RPM control with low voltage auto high idle.
- Electric engine coolant temperature gauge with warning lamp and alarm.
- Automatic transmission oil temperature gauge with warning lamp.
- Electric engine oil pressure gauge with warning lamp and alarm.
- Electronic MPH speedometer with secondary KPH scale, without odometer.
- Digital voltage display integral with driver display.
- Marker light switch integral with headlight switch.
- Self canceling turn signal switch with dimmer in handle.
- Wagner 7212 turn signal flasher.
- Single electric horn.
- High Beam indicator.
- Odometer.
- Parking brake indicator.
- Transmission shift warning light.
- Brake system warning light.
- Engine oil pressure warning light.
- Low engine coolant warning light.
- Low air pressure warning light.
- Wait to start warning light.

- ABS warning light.

## 2.22 **Mirrors**

RS Exterior: Rosco model 815 heated and remote.  
CS Exterior: Rosco model 815 heated and remote.  
Driver Interior: 6" x 9" round convex.

## 2.23 **Radio and Audio Visual**

An ASA Jensen, in dash AM/FM/CD/DVD/PA stereo radio with eight (8) premium Jensen model JXHD54, 135 watt grille speakers shall be installed. A PA system with gooseneck microphone integrated into the radio shall be included for the driver. An exterior speaker with a separate on/off control switch and tied to the interior speakers shall be installed under the bus and located near the front entrance door. An additional hostess hand set microphone with 6' coiled wire and mic clip shall be located in the interior near the front entrance door.

An ASA, 22" LED flat screen fixed monitor shall be installed in the front of the bus behind the driver. Four (4), 15" LED ASA flip down monitors shall be installed on the overhead luggage racks spaced evenly throughout the passenger area. Gloucester Township will decide the flip down monitor placement locations in the bus before the order is submitted.

A Jensen 150 Watt Amplified subwoofer, model JXA8BA2, shall be installed to enhance the sound quality of the stereo system.

## 2.24 **Seats**

Freedman Featherweight, double rigid mid-back, 19" wide and 3-step double notch back foldaway seats shall be installed. All seating in this vehicle shall be in compliance with FMVSS 207 (Seating Systems). Any associated seat belt assemblies shall be in compliance with FMVSS 209, 210 (Seat Belt Assemblies, Seat Belt Assembly Anchorage's). A copy of the test results shall be submitted with the bid. All seat tests must be performed in the type of bus being bid. Testing of the seats must have been performed in the bus.

There shall be seven (7) double mid-high seats and (2) 3-step notch back foldaway seats on the street side and seven (7) double mid-high seats mounted on the curb side of the bus. The distance from the modesty panel to the bottom cushion of the first seat behind the driver must be a minimum of 14 inches. The distance from the modesty panel to the bottom cushion of the first seat behind the entrance steps must be a minimum of 16 inches. The seat spacing of the passenger seats must be a minimum of 32 inches on the street side and 33 inches on the curb side of the bus.

Driver Seat shall be a Bostrom Talladega 910, high back air suspension seat with RH arm and level 5 upholstery.

Passenger seats shall have level 5, NPF #831 Pinwheel Mono Blue upholstery. The Driver seat upholstery shall be level 5, #541 Streamers 3000 Blue. All seat tops shall have anti-vandal grab handles. All seat bottoms shall have pillow cushions. All aisle side seats shall have US flip up arm rests. Under seat retractable seat belts shall be installed for all passenger seats. Four (4) 24" seat belt extenders shall be included.

# 3.0 **ELECTRICAL SYSTEMS and COMPONENTS**

## 3.1 **Electrical System**

- All wiring must meet all FMVSS and SAE regulations, standards and practices.
- Add on accessory switches shall be installed in a switch plate mounted on the console to the right side of the driver's seat within reach of the driver. The switches shall be backlit and clearly marked with permanently engraved labels.
- Each vehicle shall have a fast idle system that is activated by placing the vehicle in park and depressing two switches (cruise control doubles as high idle).
- All wiring shall be installed in convoluted split loom. All loomed harnesses shall be secured to structural members to prevent chaffing, cuts, rattling, pinching or any other damage to harnesses or other components in areas surrounding wire harnesses.
- All wiring shall be color coated and function coded. The function coding shall be at a minimum of every 6".
- Electrical compartment shall be installed on the exterior wall directly outside the driver's area with a weatherproof door.
- All body and accessory circuits shall be designed to operate separate from the chassis circuits.
- All exterior loomed wire harnesses shall have "Weather Pac" weatherproof connectors.
- All exterior electrical terminations shall be sprayed with corrosion resistance spray.
- A master disconnect switch shall be installed.
- "As Built" electrical wiring diagrams shall be supplied.

- o Four (4) spare wires are to be provided in the wiring harness.
- o In addition to the electrical access panel above the driver's area, an additional access panel to the electrical wires shall be installed on the driver's side of the bus in the upper rear corner to gain access to wiring for troubleshooting.

### 3.2 **Wiring Gauge**

All loomed main wire harnesses shall be capable of carrying 125% of the maximum load ratings of the circuits designed into completed unit.

## 4.0 **VEHICLE LIGHTING REQUIREMENTS**

### 4.1 **Vehicle Exterior Lighting**

- A. Exterior lights shall meet state and FMVSS requirements.
- B. Headlights: Freightliner OEM
  - o Deville replica
  - o Curb Side: 20-5855-90 Road Side: 20-5856-90
  - o Daytime running lights.
  - o FMVSS 108 certified
  - o Controls shall be located on the turn signal switch on the steering column.
- C. Rear tail lights shall consist of:
  - o 2-4" round LED amber 12-volt running lights with additional set of LED brake lights mounted 4" above the amber turn signal lights to meet NJDMV. Brake lights shall operate independent of all other functions.
  - o 2-4" round LED red 12-volt brake lights.
  - o 2-4" round LED clear 12-volt reverse lights.
  - o A rear center mounted LED brake light shall be included.
- o License plate light LED integrated with a composite license plate holder and mounted on the rear roadside of the vehicle.
- D. 5 armored amber front marker lights shall be installed.
- E. 5 armored red rear marker lights shall be installed.
- F. 4 armored and side mounted turn signals front and rear on both sides.
- G. Reflectors shall be located on both sides of the vehicles, red rear / amber front.
- H. ADA lights mounted in the entrance and wheelchair lift areas, LED.
- I. All exterior body lighting shall be LED.

### 4.2 **Vehicle Interior Lighting**

Interior shall include but not limited to: one 3" x 6" light installed above each passenger window, driver compartment dome light, instrument panel lighting, accessory switch back lighting and step well lighting. All interior lighting shall be LED.

Additionally, four (4) Maxima 14"x 3" low profile LED interior lights shall be installed in the center aisle of the ceiling.

Two (2) stepwell lights that adequately illuminate the stepwell and driver dome lights shall be wired to automatically activate when the passenger door is opened.

Two (2) ADA interior LED lights shall be installed on the interior ceiling in each wheelchair lift area.

## 5.0 **VEHICLE BODY**

### 5.1 **Body and General Construction**

The body construction shall meet or exceed Federal Motor Vehicle Safety Standards. Body and understructure to be durable construction adequately reinforced at all joints and points where stress concentration may occur so that the vehicle will carry all the required loads and properly withstand road shocks.

The vehicle body shall incorporate a welded steel body frame and be constructed to provide maximum protection to passengers in the chance of an accident to the side or rear of the bus. The inside and outside body panels are to be fabricated of contoured steel and fiberglass. The frame is to be attached to the understructure and securely attached to the chassis so the entire vehicle will act as one unit without any movement at the joints. The entire unit is to be reinforced with structural steel to carry the required loads and withstand road vibrations.

The roof shall be constructed to prevent vibration, drumming, and flexing. The roof design is to be arched to prevent pooling of water.

### 5.2 **Body Structural Framing**

- All body structures must be fixture welded, including: roadside wall, curbside wall, rear wall and roof. All components of the structure must be welded together; mechanical fastening or bonding is not an acceptable practice. (Exception is window radius extrusions which may be mechanically fastened).
- The roadside and curbside walls shall be constructed of 1 1/2" x 1 1/2" 18 ga. "Flo-Coat" (galvanized) tubes welded on 24" centers. All body frame construction shall use fully galvanized "Flo Coat" (inside and out) square tube steel on the floor, walls and roof. All welds shall be coated with G60 coating after all factory welding. A modified galvanized C-Channel shall be welded to the bottom of the wall, and a 1 1/2" galvanized angle at the top. Exterior skin shall be .024" galvanized steel to Azdel SuperLite composite insulation panel. Interior panels shall be gray vinyl covered laminated to Azdel SuperLite composite insulation panel. All wall cavities, with exception of window locations, shall be filled with 1 1/2" block foam insulation. All components making up sidewalls shall be vacuum laminated using a water activated urethane adhesive. Insulation in walls and ceiling shall have an R-9.5 value, minimum.
- The rear wall structure shall be constructed of 1 1/2" x 1 1/2" 18 ga. "Flo-Coat" (galvanized) tubing. Exterior skin shall be made up of .024" galvanized steel with white exterior face laminated to Azdel SuperLite composite insulation panel. Interior panels shall be Azdel SuperLite composite insulation panel. All cavities of wall structure with exception of window or door locations shall be filled with 1 1/2" block foam insulation. All components making up the rear wall shall be compression laminated using a water activated urethane adhesive.
- The roof structure shall be constructed of 1 1/2" x 1 1/2" 18 ga. "Flo Coat" galvanized formed bows welded on 24" centers. Roof bows are seated into 1 1/2" galvanized C-Channel bottom rail. Exterior skin shall be made up of one piece FRP composite. Interior panels shall be gray vinyl covered Azdel SuperLite composite insulation panel. All cavities of roof structure shall be filled with 1 1/2" block foam insulation, with exception of roof hatches and interior lights. All roof components shall use compression lamination using a water activated urethane adhesive.
- Sidewalls; side, roof, wall and floor sub-assemblies shall be bolted together at every wall stud and roof bow rather than welded. The side wall structure shall be bolted to the roof and floor with 5/16" zinc plated bolts using lock tight nuts. Bolts shall be used to allow enough flexing with the movement of the chassis. The walls shall not be welded to avoid cracking due to added stress points. The construction shall have been tested to meet or exceed FMVSS 220 for bus roll-over protection and FMVSS 221 for body joint strength. Sidewalls shall be fastened to the floor structure by means of 5/16"-18 grade 5 bolts. These bolts shall go through the sidewall bottom c-channel into mounting tabs shall be welded to the floor cross members every 24".
- Roof shall be fastened to the sidewall structures by means of 5/16"-18 grade 5 bolts, passing through the roof c-channel into the sidewall top angle every 24".
- Rear wall shall be welded to the sidewalls, roof and floor structure at mounting tab locations at points around perimeter of rear wall.
- Any fastener exposed to the elements shall be constructed of zinc or stainless steel.
- A continuous rain gutter shall be installed down both sides of vehicle ensuring water is diverted from entrance locations.
- Undercoating: The entire underside of the body, including but not limited to; floor, skirts, wheel housings, sub-floor structure, rear bumper mounting brackets and braces shall be undercoated with rust-proofing material. Additionally, the entire chassis cab shall be Ziebart undercoated to protect vulnerable areas. It shall be professionally applied with care not to affect any areas that should not be treated, such as, brakes, engine and components. It shall cover critical areas to prevent moisture, chemicals and salt from reaching the metal causing rust.
- Interior Finish: Headliner: The entire passenger area headliner shall be finished with a light gray carpet material, laminated to Azdel SuperLite composite insulation panel. A 24" wide ceiling feature panel running full length of the passenger area and the modesty panels shall be covered in the level 5 seat fabric.
- Walls: The sidewalls shall be finished with a light gray cloth material laminated to Azdel SuperLite composite insulation panel. Carpeting shall be installed on the side walls below the windows to the seat rails and on the entire rear wall.

### 5.3 **Sub-floor Structure**

- The floor structure shall be constructed of 2" x 2" 13 ga. "Flow Coat" galvanized cross members welded on 24" centers. A galvanized longitudinal hat channel shall run entire length of floor welded to cross members. Floor structure shall be covered with 3/4" marine grade plywood by means of screws into cross members and adhesive.
- The floor shall be mounted to the chassis using continuous contact (1 5/8" thick, 11 gauge) hat channel following the chassis frame full length while still utilizing factory mounting points using 1/2"-13 grade 8 bolts. 1/4" Isolator rubber shall be used the full length of the rail, for a unified weight load distribution, reduction of vibration and road noise. Chassis "Puck-Mounts" are to be removed, so the load doesn't compress and distribution stays even putting less stress on floor structure. Two die springs shall be installed in the front section of the frame for better ride quality.
- Full length polyethylene underbelly shall be installed under the marine grade plywood floor.
- The entire floor structure shall be sealed to keep exhaust, water, dust or any other outside elements from entering the vehicle by means of 2" under floor double spray foam insulation (expandable dual component polyurethane spray foam). Entire under body structure shall be undercoated following chassis manufactures guidelines.

### 5.4 **Entry Door Windows**



Front entry doors shall consist of: full clear span, full view glass panel 1/8" thick (10 1/2" x 81" clear view glass on 30" door with AS-2 green tint, the door frame will be fully anodized 6063-T6 extruded aluminum with a minimum wall thickness of .090". All frame assembly joints will use Key-Lok design for added joint rigidity. All attaching hardware shall be zinc plated or stainless steel for corrosion resistance. The lower pivot point is to be glass-filled injection molded design and the upper torque arm drive will be zinc plated and easily replaceable if required.

#### 5.5 **Entry Door, Stanchion and Grab Rail Construction**

- o The entry door steps and entire door surround shall be an integrally welded stainless steel construction and installed as a single unit. Components utilized to make up the assembly shall be at a minimum 14 ga. with all welds being treated with cold galvanized spray or other corrosion resistant material. The door's clear opening after install shall be 30" wide by 83" high.
- o The entry door shall be made up of two outward opening panels, utilizing an electric controller operated from the driver's seated position. An electric exterior key switch shall be installed next to the entrance door.
- o Entrance door shall be constructed of aluminum extrusions, which encapsulate the full-length glass, overlapping rubber seals and bottom brush seals.
- o A 1 1/2" stainless steel left hand grab handle shall be installed and attached to structural members. Handle shall be knurled and textured and oriented to follow the slope of the steps assisting passengers when entering or exiting the vehicle. Yellow powder coated 1-1/4" stainless steel grab bars that are knurled and textured shall be securely fastened to both sides of the interior of the doorway parallel to the steps to assist passengers in entering or exiting the vehicle.
- o Padded headers, 1/2" thick shall be located above each door; entrance, rear emergency and both lifts.
- o Stainless steel vertical stanchions, guardrails and padded modesty panels shall be installed in the entryway at the rear of the step well and behind the driver. A 38" wide, smoked and NJ MVC approved plexiglass driver's barrier with handhold cutout shall be installed behind the driver. All modesty panels are to be covered with level 5 upholstery; same as passenger seats. The entrance and driver stanchions shall be yellow powder coated with a knurled and textured plastic coated covering.
- o An additional floor to ceiling stanchion, yellow, knurled and textured shall be located at the right hand side at the top of the entrance steps. A long grab handle shall extend from this stanchion the entire length of the entrance steps and be yellow, knurled and textured.
- o Overhead grab rails shall be installed on both sides of the vehicle parallel to the aisle. These grab rails shall be securely fastened to the roof bows or to strategically placed steel backers welded into the roof structure.

#### 5.6 **Rear Emergency Door**

A rear emergency door measuring a minimum of 36" wide and 60" high shall be supplied. The single door shall incorporate a locking system that allows the door to be opened from the interior and locked from the exterior. Door shall be constructed stainless steel framing and exterior skin consistent with bus body construction. Door shall pivot on a full-length stainless steel "piano" style hinge with a .3125" pin. A door ajar warning light and buzzer shall be located in the driver's area. A starter interrupt feature shall be included with the rear door lock. The door shall have upper and lower glass. Twin windows shall be provided on either side of the rear door. A gas strut shall be provided to hold the door in an open position. A 2" black decal "Emergency Exit" shall be applied on the top exterior of the rear door.

#### 5.7 **Floor**

The floor shall be composed of 3/4" marine grade plywood which is both mechanically fastened and adhesively bonded to the sub-floor structure. Floors have full-length cove molding up to the seat rail on both sides for cleaning ease.

#### 5.8 **Covering and Color**

Non-skid floor covering supplied by Tarabus, model Sirius "Corsaire NT" shall be installed. The non-skid flooring shall cover the entire floor and steps. Step nosing shall be white.

#### 5.9 **Bumpers**

- o Front bumper shall be 11" tall sweptback, 3-piece with collapsible ends, chromed steel.
- o The rear bumper shall be Romeo Rim, or equal with Intermotive "Hawkeye" or equal brand and model reversing distance sensor or equal shall be flush mounted using a total of four sensors mounted on the rear of the vehicle. The monitor shall be installed within easy sight of the seated vehicle operator on the rear view mirror or other prior approved location. The system shall be installed such that it is only in operation when the transmission is in reverse.
- o A steel NJDMV approved anti-ride bumper with close out panel shall be installed.
- o Rear bumper shall be mounted directly to chassis frame structure using 1/2"-13 grade 8 bolts, direct welding is not acceptable.

### 6.0 **ADDITIONAL SYSTEMS, EQUIPMENT, ACCESSORIES and SUPPLIES**

## 6.1 **Paint and Graphics**

Exterior of bus is to be painted White with Sikkens low VOC high gloss acrylic Urethane paint using a hot sprayed on baked enamel process. The galvanized steel shall be pre-primed and the entire exterior hand sanded before painting. The vehicle shall then be final washed and primed. Two coats of acrylic urethane shall be applied and air dried. Gelcoat or composite finishes are not considered equal to this paint process and will not be accepted. The window panels and lower window sills completely surrounding the side windows, 2" above and below shall be glossy black ("window blackout paint").

A premium quality 3M vinyl shall be used to letter the bus. "Contravision" vinyl shall be used on the front observation window. Decals "NO SMOKING" and "Seat Belt Use is required when the Bus is in Motion" shall be applied to the front header of the bus. Three "Watch Your Step" decals shall be applied to the entrance step risers. A vehicle height decal shall be located in the driver's area. Two International accessible decals shall be applied on the exterior of the bus. All ADA signs and decals shall be supplied. A white front standee line and front cap mounted decal stating "No standing forward of the line" shall be installed.

All applicable Township emergency decal requirements must be included and applied.

## 6.2 **Safety Equipment**

Fire Extinguisher: 10 lb.

Reflective Triangles: Triangles (3 per set)

Back-up alarm, 112 dba, Echo Smart, or equal

First Aid Kit Containing: 31 Units, including a Body Fluid Cleanup Kit

Two (2) web cutters

## 6.3 **Mud Flaps**

Mud flaps shall be installed on front and rear wheels allowing for clearance of the tires, exhaust and ground.

## 6.4 **Wheelchair Lifts and Mounting Area**

A fully automatic Braun NCL954IB3454-2 Century ADA wheelchair lift with hand held control pendant shall be located behind the rear axle on the curbside of the bus, meeting all ADA and FMVSS 403/404 requirements. Lift shall have a minimum useable platform width of 34". A manual switch shall be installed to prevent operation of the lift until the doors are open. The lift shall have a rated lifting capacity of 1,000 pounds minimum.

The manufacturer shall install 2" galvanized square tubing and 13 ga. steel, surrounding the wheelchair lift mounting area. A 3/16" thick steel plate shall be welded to the steel tube and floor structure to form a solid structure for supporting the lift.

## 6.5 **Wheelchair Lift Equipment**

Two forward facing tie-down systems that have been crash tested at 30mpg/20g shall be provided. Two Q'Straint QRT MAX model Q-8300-A1 'L' track mounted positions systems with "J" hook ends and adjustable and retractable lap/shoulder combo shall be provided. .

Two Featherweight T.D.S.S. securement storage systems shall be installed securely for wheelchair restraint belts and mounted on the foldaway seats in the wheelchair area.

Two sets of Flanged "L" track shall be installed horizontally across the full length of the vehicle and recessed flush with the floor in compliance with ADA. The 'L' tracks shall be recessed into the flooring and have scooped end caps to leave a smooth floor surface. The tracks shall comply with the mounting standards of the wheelchair securement manufacturer.

Also included shall be (two each) 12 inch and a 20 inch lap belt extensions model # Q5-6340-12-INT & # Q5-6340-20-INT.

Vehicle shall have a lift interlock with dash mounted LED subsystem status display panel which requires the transmission to be in "Park" position before lift can be operated. The system shall use "Intermotive", GTWY 805-P2 model for the wheelchair door with wiring connected to the vehicle chassis. A fast idle system for the interlock systems shall be supplied and be of similar design with dash mounted controls.

The wheelchair lift door shall be located on the curbside behind the rear axle. The door shall be 2 leaf-style and measure 44.5" x 68.5". Glass in each door and shall be tinted. The door hinges shall be stainless steel. The lift doors shall contour to the roof line of the bus for a smooth appearance. A roof dormer is not acceptable. A gas spring

shall be installed on one door leaf and a positive post and receiver with a 'T' latch to prevent the lift doors from closing prematurely on the other leaf. There shall be a dash mounted pilot light indication when a lift door is open.

LED lights shall be mounted on the interior roof panels directly over the lift entrance and outside of the bus just below the lift door. The required Tarabus flooring must be level over this area. There shall be a dash-mounted red light that illuminates when a lift door is open (door ajar warning).

- 6.6 A Swan overhead rack system by Hadley Transit Interiors shall be installed front to rear on both sides of the passenger area. Full length overhead aisle lighting and reading lamps with blue mood switches for each passenger shall be incorporated into the rack system. A 4" tall bungee net shall be installed along the length of the racks.
- 6.7 A rear view camera system, model # RVS 770613 shall be installed. (1) Camera and setup with color 7" LCD monitor and remote control. The monitor shall be mounted in driver's sight line on lower section of the dash. Not on top of the dash in the driver's line of vision through the windshield.
- 6.8 A 74" skirt mounted under vehicle storage compartment shall be installed on the curbside of the bus. The compartment must have a Maximum 14" x 3" LED light with an on/off switch installed in the luggage bay.
- 6.9 A Transpec, dual purpose escape hatch shall be mounted in the rear roof section of the bus.
- 6.10 Rosco Eye-Max LP cross view mirrors shall be installed on the front chassis fenders.
- 6.11 A briefcase rack constructed of stainless steel tubing shall be located in the front right side of the driver's area. The rack shall be 24" x 24" x 18"H and have cross bars on each side in the middle section of the rack. Netting shall be installed surrounding the rack in order to keep items contained within the rack area.
- 6.12 Freightliner S2C chassis service manuals and body manuals must be included upon delivery.

## 7.0 CHASSIS, QUALITY and CERTIFICATIONS

7.0 **Manufacture's Quality Standards:** ISO9001 Certified

7.1 **Altosna Testing:** 10 yrs/350,000 miles; test report to be submitted with bid.

7.2 **FMVSS Certification:** Bidders must comply with all applicable commercial bus FMVSS requirements.

7.3 **Warranty**

The bidder shall provide a body warranty for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, and submit a copy of the warranty with their bid submittal.

The bus body shall warrant the exterior against rust-through due to improper application or assembly for (2) years, regardless of mileage.

Custom paint and/or tape application, performed by the manufacturer, to be warranted free of substantial defects in workmanship and materials provided by the manufacturer for 1 year (12 months) from date of original purchase.

The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are to be covered by a separate warranty offered by Freightliner and administered by the Freightliner's authorized dealers. The tire manufacturer shall warrant the tires separately.

Below is a summary of other manufacturer's warranties to be included:

Body Warranty, incl. structure	5 years / 100,000 miles	
Electrical Components	1 year(s) / unlimited mileage	
Air Conditioning	2 year(s) / unlimited mileage	Parts/Labor
Heater(s)	2 year(s) / unlimited mileage	Parts/Labor
Wheelchair Lift, Braun	3 year(s) / unlimited mileage	Parts/Labor
Wheelchair tie down	90 day(s) / unlimited mileage	
Engine	2 years / unlimited mileage	
Diesel Emission 2010	5 years / 100,000 miles	

Basic Chassis	3 year / unlimited miles
Cowl Structure & Corrosion	5 years / unlimited miles
Crossmembers	5 years / 100,000 miles
Frame Rails	5 years / 100,000 miles
Body Structure	5 years / 100,000 miles
Axles, Drive train	3 years / 36,000 miles
Transmission	2 year/ unlimited miles
Towing / Roadside Assistance	1 year / unlimited

## 8.0 APPENDIX A: GENERAL DIMENSIONS

- 8.1 **Passenger Seating Capacity:** 32 or 28 plus 2 wheelchair positions
- 8.2 **Overall Length:** 35'
- 8.3 **Overall Width:** 102"
- 8.4 **Overall Height:** 140"
- 8.5 **Interior Width:** 98"
- 8.6 **Interior Height:** 78 1/2"
- 8.7 **Step Height From Ground:** 11"
- 8.8 **Interior Floor Height From Ground:** 46.5"
- 8.9 **Riser Height:** 9"
- 8.10 **Step Depth:** 9"
- 8.11 **Entry Door Dimensions (clear):** 30" x 87"
- 8.12 **Width of Aisle:** 18" minimum
- 8.13 **GVWR** 26,000 Lb's.
- 8.14 **Wheelbase:** 259"
- 8.15 **Turn Radius:** 31.3' curb to curb
- 8.16 **Approach Angle:** 20 degrees
- 8.17 **Break over Angle:** 9 degrees
- 8.18 **Departure Angle:** 6 degrees
- 8.19 **Minimum Ground Clearance:** 6" (Front & rear axle locations)

\*Please supply any differences to the dimensions above.

## 9.0 DISTRIBUTOR SERVICE REQUIREMENTS:

- A. Bidder must supply all body warranty repairs and service. Bidder must have factory-trained personnel on staff.
- B. Bidder must supply pre-delivery service for both chassis and body. Bidder must be qualified to perform all major body repairs.
- C. The central parts facility shall be sufficiently staffed and stocked to provide next day shipment for major body and chassis components.



D. At the time and date of the bid opening, bidders are required to hold a current New Jersey issued dealer's license (N.J.S.A. 39:10-19). The State issued I.D. number shall be indicated in the blank below.

I.D. Number of NJ Dealers' License \_\_\_\_\_

E. Bidder is required to indicate below the closest authorized body and body component warranty repair facility to our location. If a facility's name and address is different than the bidder's, a letter from the owner of that facility dated within three weeks before the bid opening, must accompany the bid indicating it is authorized by the body manufacturer, all bus component manufacturers and the bidder to perform warranty work on the bus bid.

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Have you attached required authorization letters to your bid?

\_\_\_\_Yes \_\_\_\_NO \_\_\_\_N/A (failure to respond to this requirement may result in your bid being deemed non-responsive)

Bidder shall have a Drug / Alcohol testing program in place for all shop personnel who may be performing service and warranty to the vehicle bid.

Do you comply with this requirement? \_\_\_\_Yes \_\_\_\_

**SERVICE FACILITY:**

The bidder shall have a manufacturer approved New Jersey service facility within 25 miles distance of the Township's garage and have mobile service and parts delivery program to be utilized for minor repairs or service during the warranty period. If repair cannot be performed through mobile service, bidder shall have available and provide pick-up service for offsite warranty covered repairs during the first year of warranty.

Do you comply with this requirement? \_\_\_\_Yes \_\_\_\_No

**License and Registration:**

Vehicle shall have MG license plates installed and vehicle registration to the Gloucester Township at time of delivery.

All necessary NJMVC safety inspections shall have been completed prior to delivery of bus to the Township including a diesel emission sticker.

**DELIVERY:**

The vehicle shall be delivered complete within 210 days of the date the Purchase Order is issued.

All units not delivered within said time frame shall be assessed liquidated damages of \$100.00 per day per unit after delivery date due. Penalty shall be deducted from the purchase price of the unit or units not delivered in a timely manner.

Proposal for the furnishing and delivery of MOTOR VEHICLE(S);  
**NEW MID-SIZE TRANSIT BUS** for GLOUCESTER TOWNSHIP.

**PRICE SCHEDULE**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BID QTY.</u></b>	<b><u>TOTAL PRICE PER BUS</u></b>
------------------------	---------------------------	------------------------	-----------------------------------

- |    |   |
|----|---|
| 1. | New Model Year 2016 or Newer<br>Heavy Duty, Mid-Size Transit Bus<br>As specified. |
|----|---|

1

\_\_\_\_\_

Year, Mfr., Model \_\_\_\_\_

Engine/Transmission \_\_\_\_\_

Delivery, A.R.O. \_\_\_\_\_

\_\_\_\_\_

EXCEPTIONS – LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDER’S LETTERHEAD DESCRIPTIVE  
TECHNICAL LITERATURE FOR ITEM MUST BE INCLUDED WITH BID.

## 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.

### 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

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: \_\_\_\_\_

## 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(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](http://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

My Commission Expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print Name)

## 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 if 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.