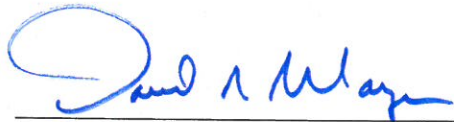


SPECIFICATIONS FOR
2016 F-550 FOUR WHEEL DRIVE DUMP TRUCK
WITH PLOW AND SPREADER
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN



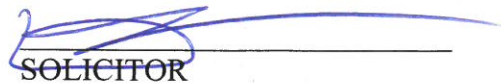
MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: MARCH 25, 2015 @ 10:15 A.M.

SPECIFICATIONS # P.W.: 15-04

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

2016 F-550 FOUR WHEEL DRIVE DUMP TRUCK WITH PLOW AND SPREADER

BID SPECIFICATION NUMBER: PW: 15-04

will be received no later than 10:15 am prevailing time on March 25, 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:

2016 F-550 FOUR WHEEL DRIVE DUMP TRUCK WITH PLOW AND SPREADER
DO NOT OPEN UNTIL: MARCH 25, 2015 @ 10:15 AM

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

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

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

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

Rosemary DiJosie

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

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

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

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

Date: _____

Council:

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

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

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

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

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(Seal)

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

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

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

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

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

PRESENTATION OF BIDS

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

WITHDRAWALS

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

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

FORM OF CONTRACT

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

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

SPECIFICATIONS

2015 FORD F-550

FOUR WHEEL DRIVE DUMP TRUCK

GLOUCESTER TOWNSHIP
General Specifications: DUMP TRUCK

- I. The specifications contained herein are intended to describe a heavy duty chassis for a dump truck.
- II. The bidder will submit a binding proposal on the forms accompanying these specifications, in the manner indicated in the Notice to Bidders. The bid shall be submitted in a sealed envelope with the words "BID ENCLOSED-DUMP TRUCK".
- III. A complete unit ready for use, shall be delivered to the Township no more than 180 days from the signing of a contract.
- IV. Placement of the compactor body on its chassis shall be such that when fully loaded, the overall weight shall be distributed according to the specified axle weights for those vehicles and it's intended use.
- V. The bidder shall guarantee that all articles of equipment including all parts thereof are of first quality throughout. The bidder further warranties all equipment, and all parts thereof against any defects of workmanship, design, construction and materials, and guarantees to repair or replace without cost of the owner, any article that has become defective, in service and not proven to have been caused by negligence on the part of the user. Within twelve (12) months from the date of acceptance by owner.
- VI. Service under the guarantee and, subsequent to the expiration of the guarantee, service required as part of the maintenance of the equipment, shall be available from a shop operated by the bidder, or under the control of the bidder, or under contract with the bidder. The shop shall be located no more than one half hours drive, over regularly-used roads during normal business hours, from the center of the Township. Any bidder whose service facilities do not meet the criteria as set forth in this section shall submit with the bid evidence satisfactory to the Township of a firm commitment, by a reputable and established service organization, for complete satisfaction of the terms of this section. That commitment shall be for no less than one (1) year from the date delivery of the vehicle.
- VII. There shall be a 20-working day trial period for each vehicle, during which time the vehicle will be used, prior to final acceptance of the vehicle by the Township. During this 20-day period, the bidder shall immediately remedy any and all faults in the new vehicle brought to the bidder's attention by the Township.
- VIII. Vehicle(s) shall be delivered with all specified components included and with a full charge of all fluids. Complete service manuals will be supplied at the time of delivery.
- IX. These specifications are meant to be complete and informative. They are not assumed to be exhaustive. All items required to make a complete, finished, working unit must be included whether specified or not. If a bidder has questions about the specifications, the questions should be addressed, in writing, to the Township Public Works Dept., in advance of the bid opening. Responses, in writing, will be made available to all bidders.
- X. Payment will be in a lump sum following acceptance of the vehicle by the Township. Payment will be made within thirty (30) days of when the bidder presents a voucher for payment. The voucher may be submitted upon acceptance of the vehicle by the Township.
- XI. The complete end unit is to be supplied by the successful bidder. Splitting of bids is not acceptable.

- XII. Warranty service will be the responsibility of the successful bidder, if service is required during the base warranty period, the supplying vendor is responsible for the towing of the vehicle and any parts or service required to make the necessary repairs.
- XIII. Unless noted, explained and approved prior to the bid opening: The specified items are to be provided exactly as described. IF NOT EXCEPTION IS TAKEN, THE WORD NONE MUST BE WRITTEN IN THE EXCEPTION FIELD. The terms APPROVAL EQUAL apply to the truck, all mounted equipment, parts, performance, documentation, training and accessories. Equal or better will be judged by the end user (Lower Township Public Works). If a Bidder declares that an item is equal or better; they are required to provide – demonstrations, written explanations, comparisons, as well as written technical and performance data with quantified, verifiable conclusions to support their claim. Failure to submit the complete information prior to the bid opening will result in the immediate rejection of the entire bid.

GLOUCESTER TOWNSHIP

TECHNICAL SPECIFICATIONS

**2015 FORD F-550 4X4 DUMP TRUCK
OR APPROVAL EQUAL**

Unless an exception is noted and approved; all items and equipment are to be supplied exactly as specified. If no exception is taken-write the word NONE on the line provided.

2015 FORD F-550 4X4 SUPER DUTY OR APPROVED EQUAL REGULAR CAB
141" WB, 60" CA DRW

Comply Exactly? Yes No If no, what item(s) _____

Exceptions: _____

MECHANICAL:

6.7 LITER 300HP, 660 FT.LB. TORQUE , TURBO DIESEL ENGINE INCLUDES: ENGINE BLOCK HEATER, TACHOMETER, 200 AMP ALT, DUAL 78 AMP BATTERIES.

Comply Exactly? Yes No If no, what item(s) _____

Exceptions: _____

HD 6 SPEED ELECTRONIC AUTOMATIC TRANSMISSION W/LIVE DRIVE PTO Provision
19,500# GVWR MINIMUM
SPRINGS, Front – Twin Coil Mono Beam – 6000 lb capacity
SPRINGS, Rear – LEAF – 13500 lb capacity
13,500 #Rear Axle 4.88 ratio Limited Slip
MONO-BEAM FRONT AXLE 7000#
HD GAS SHOCK ABSORBERS
FRONT TIRES: 225/70R X 19.5 14 Ply ALL TERRAIN
DUAL REAR WHEELS
REAR TIRES: (4) 225/70R19.5 14 PLY ALL TERRAIN
POWER STEERING
POWER 4 WHEEL DISC BRAKES
40 GALLON FUEL CAPACITY
5 GALLON DEF TANK MOUNTED INSIDE FRAME RAIL
FRONT AND REAR STABILIZER BARS
DUAL NOTE HORN
MUD FLAPS FRONT AND REAR
2 SPEED TRANSFER CASE

Comply Exactly? Yes No If no, what item(s) _____

Exceptions: _____

EXTERIOR:

ARGENT FRONT BUMPER
BRIGHT WINDSHIELD MOLDINGS ARGENT GRILLE
AERO HALOGEN HEADLIGHTS W/IMPACT RESISTANT LENSES-
WRAPAROUND
FRONT PARKING/TURN SIGNAL LIGHTS, ROOF CLEARANCE LIGHTS

EXTERIOR (CON'T):

DUAL SIDE MOUNTED HEATED MIRRORS WITH
CONVEX SECTION-MOUNTING
WIDTH SUFFICIENT TO SEE AROUND MOUNTED EQUIPMENT
TINTED GLASS
SLIDING REAR WINDOW
INTERVAL WIPERS
EXTERIOR PAINT: WHITE TO BE SELECTED FROM-
MANUFACTURERS COLOR CHARTS PROVIDED WITH BID
SNOW PLOW PREP PACKAGE
TRAILER TOW PACKAGE
RUNNING BOARDS

Comply Exactly? Yes No If no, what item(s) _____

Exceptions: _____

INTERIOR:

INTERIOR COLOR: BLACK OR MED STONE VINYL TRIM FULL VINYL-BENCH FRONT
SEAT FOLDING SEAT BACK, BLACK RUBBER FLOOR MATS
BLACK SCUFF PLATES
BLACK VINYL STEERING WHEEL
INSTRUMENTS: VOLTMETER, OIL PRESSURE/TEMP/FUEL GAUGES
W/INDICATOR-LIGHTS
INSIDE HOOD-RELEASE
SIDE WINDOW-DEMISTERS
FACTORY INSTALLED AIR CONDITIONING
(4) AIR REGISTERS
AM/FM STEREO ELECTRONIC ROAD W/DIGITAL CLOCK, POWER POINT
COLOR KEYED INSTRUMENT PANEL W/BLACK APPLIQUES, DAY/NIGHT
REAR VIEW MIRROR
COLOR KEYED DOOR TRIM PANEL W/BLACK HANDLES AND REFLECTOR
COLOR KEYED VINYL SUN VISORS W/LH RETAINER BAND, DOME AND
GLOVE BOXLIGHTS
DUAL DOOR OPERATED COURTESY LIGHTS, COLOR KEYED SAFETY
SEAT BELTS
ELECTRIC WINDOWS
ELECTRIC DOOR LOCKS
CIGAR LIGHTER
AUXILIARY PWR POINT
FRONT PASSENGER ASSIST HANDLE
COLOR-KEYED MOLDED CLOTH HEADLINER
11.5" DAY/NIGHT REARVIEW MIRROR
COLOR-KEYED DOOR TRIM PANEL-INC: HARD ARMREST, GRAB HANDLE,
REFLECTOR
COLOR-KEYED CLOTH SUN VISORS INC: LH RETAINER STRAP,
DUAL FRONT COLOR-KEYED COAT HOOKS
FRONT OPERATED DOME LAMP
GRAY FABRIC BACK PANEL COVER

SAFETY

4 WHEEL ANTI-LOCK BRAKES
DRIVER/Front PASSENGER AIRBAG SUPPLEMENTAL RESTRAINT-
SYSTEM
COLOR-KEYED SAFETY BELTS W/ADJUSTABLE D-RINGS
DUAL-NOTE ELECTRIC HORN

Comply Exactly? Yes No If no, what item(s) _____

Exceptions: _____

PRELIMINARY WARRANTY

New Vehicle Bumper-to-Bumper – 3 years/36,000 miles to include all components except tires wear items, maintenance, and roadside assistance.

Safety Restraint Coverage – 5 years/50000 miles

Corrosion Perforation – 5 years Unlimited miles

Emissions Performance – Federal Emissions

Emissions Defect – 3 years/36,000 miles on selected parts

Engine: 5 years, 60,000 miles

Bidder must submit description, coverage terms, limitations and exceptions of all warranties (standard and extended) with the bid package.

EXCEPTIONS: _____

Service and Repair

In order for the Township to facilitate maintenance and repair of this vehicle, the bidder must maintain a full service and parts facility capable of performing all preventative maintenance, warranty repair, and major repair to the vehicle being bid. Should the Township require expedited or emergency vehicle service, the bidder shall supply the name and telephone number and/or cell number of the contact who can be reached (7) days a week to coordinate this service. The bidder must provide a statement containing this information, along with the location of the service facility to be used, the service and parts hours provided, and the approximate distance in mileage from the owner's location. Bidders who are located further than the preferred distance from the Township shall provide transportation to and from the DPW facility for all warrantable repairs and/or adjustments. This shall include towing the vehicle, if necessary. In addition, any dealer outside the State of New Jersey will be responsible to reimburse the Township for any tolls incurred by any and all vehicle (including those used to pick up drivers, etc.) involved in transporting vehicles for warranty work during the entire warranty period. This shall include repairs for engine, transmission and rear axles in addition to all other chassis components.

MILES TO SERVICE FACILITY _____ EXCEPTIONS: _____

MANUALS/ WARRANTY

The end unit will be delivered with the following items:

- (1) Fire Extinguisher, interior mounted (under Passenger seat)
- (2) Sets of Manufacturers, Line Setting Sheets for chassis, mounted equipment, and optional equipment.

Successful bidder will supply at least 4 hours of operation, maintenance and service training for the engine, transmission, body and related support systems for the vehicle. Training must be completed at delivery of the truck.

EXCEPTIONS: _____

GLOUCESTER TOWNSHIP

PROPOSAL PAGE

2015 ~~2014~~ SUPPLY AND DELIVERY FORD F-550 4X4 CHASSIS WITH DUMP BODY OR APPROVED EQUAL

The Undersigned as bidder, declares that the only person, persons, company or parties interested in this Proposal are named herein.

The undersigned declares that he has carefully examined each and every item of the annexed form of Contract, Information for Bidders, and the Specifications therein referred to, and that he fully understands the same; and that he proposes and agrees that if this Proposal is accepted, he will contract with the Township in the form of the annexed official contract/agreement to provide the system in the manner and within the time therein prescribed.

The prices submitted in the Proposal are for the specified services/equipment which shall be complete as specified, delivered at a site specified, placed in operation, and include the cost of the unit complete, including demonstration, fuel, etc., also the delivery to the site specified, placing in operation.

One (1) 2015 FORD F-550 4X4 DUMP TRUCK: \$ _____ PER UNIT

TOTAL (1) UNITS \$ _____

CHASSIS: _____ YEAR _____ MAKE _____ MODEL _____

DUMP BODY: _____ MAKE _____ MODEL _____

SNOW PLOW _____ MAKE _____ MODEL _____

EXCEPTIONS TO SPECIFICATIONS: _____ YES _____ NO

Full firm name of Bidder _____

Address _____

City, State, Zip Code _____

Phone Number _____ Fax Number _____

Signature of Bidder _____

SPECIFICATIONS HEAVY DUTY STAINLESS DUMP BODY

THE DUMP BODY REQUIRED UNDER THESE SPECIFICATIONS SHALL BE
 CONSTRUCTED OF 304 STAINLESS STEEL. THE BODY, HOIST AND CYLINDER
 ARE ALL TO BE MANUFACTURED BY THE SAME COMPANY.
 HOIST TO BE N.T.E.A. RATED TWIN ARM UNDERBODY DESIGN.
 LITERATURE MUST BE SUPPLIED FOR DUMP BODY PLOW AND SPREADER
 ANY DEVIATIONS TO THESE SPECIFICATIONS MUST BE NOTED ON SPACE
 AVAILABLE.

MINIMUM BODY DIMENSIONS

COMPLY
 YES NO

INSIDE LENGTH	9FT		
INSIDE WIDTH	7'		
OVERALL WIDTH	96"		
SIDE HEIGHT	18"		
END HEIGHT	24"		
REAR POST HEIGHT	24"		
CAPACITY	3-5 CUBIC YARD WATER LEVEL	___	___

EXCEPTIONS: _____

MINIMUM BODY CONSTRUCTION

SIDE STEEL 10 GA 304 (ONE PIECE SIDE WALL)
 INTEGRAL WITH RUNNING BOARD /RUBRAIL TO SLOPE 30
 DEGREES.

FLOOR TO BE 10 GA 304 STAINLESS STEEL

FLOOR RADIUS 2" FULL LENGTH AND INTEGRAL WITH INTERIOR FLOOR
 FULL LENGTH WELDING

TOP RAIL: 4" X 4" X 1/8" TUBING.

SIDE BRACES: 2 PER SIDE 8 GAUGE 4" WIDE VERTICAL FACE 304
 STAINLESS

BOTTOM RAIL: SLOPED DIRT SHEDDER TYPE FORMED IN
 SIDE SHEET

REAR CORNER POST: 6" MINIMUM, 3/16" DROP TYPE FULL DEPTH
 TIED TO 1/4" REAR APRON

EXCEPTIONS: _____

COMPLY
YES NO

GUSSET PLATES FOR SIDE BOARDS TO BE A MINIMUM 2 1/2" X 6" HIGH
FRONT AND REAR

TAILGATE: 2 VERTICAL END BOX BRACES AND BOXED TOP RAIL BRACING
3 PANEL TYPE WITH 2 FULL LENGTH HORIZONTAL DIRT SHEDDER BRACES.
DOUBLE ACTING DESIGN SOCKET, 5/16" SPREADER CHAINS AND 1" LOWER PINS,
TOP QUICK LATCH STAINLESS STEEL NO EXCEPTION

EXCEPTIONS:

3" STRUCTURAL CROSSMEMBERS ON 12" CENTERS
LONGITUDINALS: 6" STRUCTURAL CHANNEL

LIGHTING: SET OF LED OVAL STOP TURN AND TAIL LIGHTS IN REAR CORNER
POSTS OF BODY. STD REFLECTORS. BODY SIDE LIGHTS ARE
RUBBERM MOUNTED WITH LEXAN LENSES AND ARE COMPLETELY
WATERPROOF. REFLECTORS ARE TO BE NON RUSTING MATERIAL.
ALL WIRING IS ENCASED IN PLASTIC WIRE LOOM LACED THROUGH STEEL
CHANNEL WITHIN THE BODY SUB FRAME.

BACK UP ALARM: TYPE "C" 97 DECIBEL LEVEL

BODY UP INDICATOR LIGHT: AS REQUIRED BY OSHA

WELDING: CONTINUOUS EXTERIOR WELDING REQUIRED

1/2 CAB PROTECTOR

EXCEPTIONS:

MINIMUM HOIST REQUIREMENTS

CYLINDER: TO HAVE CHROME PLATED PISTON ROD WITH RELACEABLE
PACKING. CYLINDER TO BE DOUBLE ACTING WITH MAXIMUM REQUIREMENTS
OF 2000 PSI BOTH SIDES OF PISTON. TOP
CYLINDER PIN
3" CR. BOTTOM PIN 2 3/16" CR. CYLINDER BORE I.D. TO BE
A MINIMUM OF 5" AND STROKE TO BE 24".

COMPLY
YES NO

HOIST SUB FRAME: FULL LENGTH SEVERE DUTY UNITIZED CONSTRUCTION
WITH ¼" HI TENSILE FORMED CHANNEL
LONG MEMBERS
LIFT ARMS: 2 EACH @ ¼" THICK EACH MINIMUM
LIFT LINK: 2 EACH 2 7/8" OD X ½" TUBING
GUIDES: FOR DUMP BODY ALIGNMENT
LIFT LINK PINS: 1 1/4" OD
DUMP ANGLE: 55 DEGREES
DOUBLE ACTING HOIST: POWER UP POWER DOWN,
500 PSI DOWN SIDE RELIEF VALVE
BODY PROP
BODY AND HOIST : MUST BE PRODUCT OF ONE (1)
MANUFACTURE TO PRECLUDE ANY PROBLEMS OF MATING AND WARRANTY

EXCEPTIONS: _____

HYDRAULICS

COMPLY
YES NO

FAN BELT DRIVEN GEAR PUMP WITH ELECTRIC CLUTCH.
PRODUCE SUFFICIENT G.P.M. FOR DUMP BODY (POWER UP
AND DOWN) , AND UNDER TAILGATE SALT SPREADER

THE HYDRAULIC RESERVOIR/VALVE ENCLOSURE
COMBINATION SHALL BE MOUNTED W/ A 15 GALLON
CAPACITY

THE RESERVOIR SHALL BE EQUIPPED WITH THE
FOLLOWING: ¾" MAGNETIC DRAIN PLUG, 1 ¼" FULL FLOW
BRASS BALL VALVE, 2" X 1 ¼" NPT SUCTION STRAINER
WITH 100 MESH SCREEN AND 3 PSI BYPASS VALVE, TANK
MOUNT RETURN LINE FILTER WITH A BUILT IN BREATHER,
AND SIGHT TEMPERATURE GUAGE EXTERNALLY MOUNTED FACING FRONT OF
TRUCK.

COMPLY
YES NO

THE TANK MOUNTED FILTER SHALL BE A 10 MICRON
ABSOLUTE AND RATED FOR NO LESS THAN 40GPM AND
HAVE DIRT HOLING CAPACITY OF 42 GRAMS
RE: FORCE AMERICA TEFB21016VG

THE FILTER SHALL HAVE A CONDITION IDICATOR
WITH AN OPTIONAL ELECTRIC SENDING UNIT

THE ENCLOSURE WILL USE A GASKET LESS PASSIVE
SEAL.

THE ENCLOSURE LID WILL BE REMOVABLE BY ONE PERSON
WITHOUT THE USE OF TOOLS. THE COVER WILL PROTECT
THE FOLLOWING: HYDRAULIC VALVE, ALL VALVE FITTINGS,
HOSE ENDS, TANK MOUNT RETURN FILTER AND BREATHER,
VISUAL AND ELECTRICAL BYPASS SENDING UNITS, AND ANY
ELECTRIAL CONNECTIONS.

THE DIRECTIONAL CONTROL VALVE MUST BE
ACCESIBLE ON ALL SIX SIDES WITHOUT REMOVING
VALVE FROM ENCLOSURE FOR EASE OF SERVICE

HYDRAULIC VALVE

THE HYDRAULIC VALVE SHALL BE A MODULAR
STACKABLE MANIFOLD WITH LEVEL PORT DESIGN.
EACH HYDRAULIC FUNCTION REQUIRES AN INDIVIDUAL
MANIFOLD BE STACKED TOGETHER TO FORM A MANIFOLD
BASE.

INLET SHALL CONSIST OF SAE #12 INLET PORTING
SAE #16 OUTLET PORTING AND OPTIONAL SAE #16 POWER
BEYOND AND SAE #4 LOAD SENSE. AN ADJUSTABLE MAIN
RELIEF WILL BE CONTAINED WITHIN THE INLET TO LIMIT
SYSTEM PRESSURE

THE USE OF AN ELECTRICAL UNLOADER AND DOUBLE
PULL DOUBLE THROW ELECTRIC SWITCHES IS NOT
ACCEPTABLE

EXCEPTIONS: _____

COMPLY
YES NO

EACH HYDAULIC VALVE SECTION MUST BE SERVICABLE WITHOUT REMOVING ANY HYDRAULIC HOSES OR ANY OTHER HYDRAULIC COMPONENTS.

HOIST SECTION SHOULD CONTAIN A DOWNSIDE DIRECT ACTING RELIEF ADJUSTABLE FROM 300 TO 1800 PSI TO PROTECT TRUCK FRAME FROM FORCES ASSOCIATED WITH POWER HOIST LOWER. A COUNTER BALANCE VALVE IS ALSO TO BE CONTAINED WITHIN THE HOIST MANIFOLD TO MAINTAIN A CONSTANT DOWN SPEED NO MATTER THE LOAD. BONNETED CABLE FOR OPERATION

VALVE SEGMENTS SHALL BE FORCE AMERICA ADD-A-FOLD MODEL 2010

SPREADER CONTROL CONSOLE

THE SPERADER CONTROL SHALL REGULATE THE AUGER AND SPINNER SPEEDS. THERE SHALL BE TWO INDIVIDUAL DETENTED KNOBS PROVIDING PROPORTIONAL CONTROL FROM CLOSED TO FULLY OPEN ON THE CONTROL VALVE OF THE AUGER AND SPINNER.

FRONT FACE PANEL SHALL HAVE STANDBY INDICATOR LIGHT ACTIVATED BY PUSHING THE AUGER DIAL, BLAST MODE ADJUSTABLE FOR MOMENTARY OR TIMED UP TO 16 SECONDS WITH CANCELLATION AND FLASHING INDICATOR LIGHT.

REMOTE STANDBY AND BLAST INPUTS, SWITCH SELECTABLE SPEEDOMETER INTERRUPT (SANDER SHUTDOWN WHEN VEHICLE STOPS), FIVE AUXILLIARY SWITCHES, REVERSE POLARITY PROTECTED, ADJUSTABLE BACK LIGHTING VIA VEHICLE CONTROLS. RE: FORCE AMERICA SSC-2150INTY.

EXCEPTIONS: _____

COMPLY
YES NO

BODY CORNER FILL PLATES TO CONTROL MATERIAL FLOW FROM DUMP BODY TO SPREADER AND ELIMINATE SPILLAGE OUT CORNERS WHEN DUMP BODY TAILGATE IS OPEN ARE TO BE PROVIDED.

CONVEYOR: THE CONVEYOR SHALL BE A 6" DIAMETER AUGER FULL PITCH WITH A MINIMUM OF 3/8" HELICOID FLIGHTING WELDED TO A 2" PIPE. DISCHARGE END SHALL HAVE DOUBLE FLIGHTING FOR AT LEAST 9" TO PROVIDE A MORE EVEN AND CONTROLLED FLOW OF MATERIAL TO SPINNER.

AUGER SHAFTS TO BE 1 1/4" DIAMETER AND TO BE MOUNTED IN SEALED BALL BEARINGS OF THE TWO BOLT FLANGE TO BE AT EACH END. AUGER TO BE DRIVEN BY AN ORBITAL TYPE LOW SPEED, HIGH TORQUE HYDRAULIC MOTOR THROUGH A 2:1 REDUCTION.

DISTRIBUTOR SPINNER ASSEMBLY:

THE DISTRIBUTOR DISCS SHALL BE 18" IN DIAMETER POLY DISC WITH INTEGRAL STEEL HUB AND MOUNTED DIRECTLY TO HYDRAULIC MOTOR SHAFT.

THE HYDRAULIC MOTOR TO BE OF THE ORBITAL TYPE AND SHALL BE MOUNTED TO A Laterally Adjustable Bracket Which Permits An Infinite Positioning Of Spinner To Adjust Material Spread Pattern.

Spinner Shall Rotate Clockwise And Curved Baffle Shall Be Located Forward Of Spinner To Protect Truck From Material Being Spread.

AN ADJUSTABLE STABILIZER BAR WITH MOUNTING BRACKET SHALL BE PROVIDED TO MAINTAIN SPINNER IN A LEVEL POSITION AT ALL DUMP BODY DUMPING ANGLES.

SPREADER WORK LIGHT 4" CLEAR

EXCEPTIONS: _____

SPECIFICATIONS UNDER TAILGATE SPREADER 304 STAINLESS STEEL

GENERAL: THE UNIT (S) REQUIRED UNDER THESE SPECIFICATIONS SHALL BE OF THE UNDER TAILGATE TYPE. THE UNIT SHALL CONSIST OF A STEEL HOPPER THROUGH, AUGER FEED CONVEYOR, DISTRIBUTOR SPINNER ASSEMBLY, POWER DRIVE SYSTEM AND ALL COMPONENTS NECESSARY TO MAKE A COMPLETE OPERATING UNIT. IT SHALL BE CAPABLE OF SPREADING UNIFORMLY SAND, SALT, CINDERS, CALCIUM CHLORIDE OR MIXTURES UP TO A WIDTH OF 30 FEET. BIDDERS MUST PROPOSE TO FURNISH BIDS WITH EXCEPTIONS. ANY EXCEPTIONS TO THESE SPECIFICATIONS WILL BE CONSIDERED UNRESPONSIVE.

COMPLY
YES NO

BODY: BODY SHALL BE 304 STAINLESS STEEL 7 GAUGE FORMED AUGER THROUGH CONTINUOUSLY WELDED TO 1/4" THICK END PANELS. THE REAR SIDE TROUGH SHALL HINGE DOWN FOR CLEANING AND REMOVAL OF FOREIGN MATERIAL. THE DOOR SHALL BE FULL LENGTH OF THE AUGER WITH 4 HINGE POINTS AND HAVE DUAL OVER CENTER LATCHES AT EACH END OF DOOR.

A 7 GAUGE STEEL HINGED COVER PLATE TO BE PROVIDED SO THAT MATERIAL MAY BE DUMPED OVER SPREADER WHEN PLATE IS DOWN. WHEN PLATE IS UP IT WILL PERMIT DUMPING OF MATERIAL IN AUGER THROUGH. AN EASILY REMOVABLE COVER PLATE SHALL BE LOCATED AT DISCHARGE END OF TROUGH TO RESTRICT MATERIAL FREE FLOW THROUGH OPENING. THE MOUNTING BRACKETS WITH SLIDE BARS AND LOCK PINS. "QUICK-MOUNT" STABILIZER BRACES SHALL BE PROVIDED.

EXCEPTIONS: _____

ACCESSORIES

RECIEVER HITCH

2" PINTLE/BALL COMBINATION ON 5/8" PLATE WITH
SAFETY D RINGS

EPCO 500PS BRAKE CONTROLLER W/ 7WAY PLUG
FRONT SPLASH SHIELDS

6 HEAD OVAL AMBER L.E.D. STROBE SYSTEM

(2) TO FRONT OF CAB SHIELD

(2) TO SIDE OF CAB SHIELD

(2) IN REAR CORNER POSTS

EXTRA SET OF OVAL STOP TURN TAIL LIGHTS IN
REAR CORNER POSTS

MANUAL TARP AND ROLLER
AND WIND DEFLECTOR

SNOW PLOW

FISHER MC9 MINUTE MOUNT II

TRIP DESIGN-BASE ANGLE TRIP EDGE

SPRING TYPE-VERTICAL COMPRESSION SPRING

NUMBER OF SPRINGS-4

MOLDBOARD GUAGE-11

NUMBER OF VERTICAL RIBS-8

BLADE HEIGHT-34"

ANGLE SCRAPE WIDTH-95"

2" X 16" SINGLE ACTING ANGLE CYLINDERS

INSTA ACT HYDRAULICS

DUAL BEAM LOW PROFILE HALOGEN HEADLAMPS
WITH COMBINATION PARK/TURN SIGNALS. CUSTOM
FIT WIRING HARNESS WITH PLUGS TO CONNECT TO
EXISTING VEHICLE HARNESS ENABLING AUTOMATIC
SWITCHING TO PLOW LIGHTS WHEN PLOW IS ATTACHED

SELF ADJUSTING VERTICAL JACK STAND

2 PERMANENTLY MOUNTED, SPRING LOADED

CONNECTING PINS

SINGLE RELEASE HANDLE ACTUATES BOTH

CONNECTING PINS FROM FRONT OF PLOW

AUTOMATIC LIFT ARM PULL DOWN

1/2" X 8" HIGH CARBON REPLACEMENT

REVERSIBLE CUTTING EDGE

SNO CURVED FOIL

EXCEPTIONS:

COMPLY
YES NO

SNOW SHOES
HAND HELD CONTROL
FRONT TIMBREN BUSHINGS

EXCEPTIONS: _____

NOTE: DUMP BODY ,PLOW AND SALT SPREADER VENDOR MUST BE
DISTRIBUTORS OF EQUIPMENT (FOR WARRANTY PURPOSES)NOTE :
DUMP/SNOW PLOW/ SPREADER DISTRIBUTOR MUST HAVE 24 HOUR
EMERGENCY SERVICE FROM NOVEMBER 15TH TO MARCH 25TH
FOR PARTS AND SERVICE OF EQUIPMENT DURING SEVERE WEATHER (NO
EXCEPTION

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 _____, 2

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

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

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

(Check Appropriate Statements(s))

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

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

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

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

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate(BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/dca/lgs/lpcl/busregis/bus or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

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

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

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

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

Notary Public of

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 is not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:
 - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, Union, Apprentice Program or a Referral Agency, provided the Referral Agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii. If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.

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

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

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

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

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

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

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

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

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

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.