

SPECIFICATIONS FOR  
TWO (2) 2015 CHEVROLET SILVERADO 2500  
CREW CAB WITH PLOW OR EQUIVALENT  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN

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

BID OPENING DATE: MARCH 25, 2015 @ 10:00 A.M.

SPECIFICATIONS # P.W.: 15-03

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

TWO (2) 2015 CHEVROLET SILVERADO 2500 CREW CAB WITH PLOW OR EQUIVALENT

BID SPECIFICATION NUMBER: PW: 15-03

will be received no later than 10:00 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:

2015 CHEVROLET SILVERADO 2500 CREW WITH PLOW OR EQUAL  
DO NOT OPEN UNTIL: MARCH 25, 2015 @ 10:00 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.

## 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

GLOUCESTER TOWNSHIP

2015 CHEVROLET SILVERADO 2500 CREW CAB OR EQUIVALENT

Part No.	Description
CK25743	2015 CHEVROLET SILVERADO CREW CAB 4WD
Z85	SUSPENSION PACKAGE
L96	6.0L V8 FLEXFUEL
MYD	6-SPEED AUTO TRANSMISSION
GEH	9500 GVWR
1WT	WORK TRUCK
PYQ	17" ALUMINUM WHEELS
QXT	LT265/70R17E-ALL TERRAI TIRES
AZ3	40/20/40 SPLIT BENCH SEAT
PCR	HEATED ADJUSTIBLE MIRRORS-REMOTE KEYLESS ENTRY
VYU	SNOW PLOW PREP PACKAGE
NQF	ELECTRONIC SHIFT ROTARY DIAL TRANSFER
KW5	ALTERNATOR 220 AMP
JL1	BRAKE CONTROLLER
	DRIVER SIDE SEAT ADJUSTER
SDA	CHROME RECOVERY HOOKS
Z82	TRAILERING PACKAGE
VXH	CHROME ASSIST STEPS
DPN	OUTSIDE HEATED VERTICAL CAMPER MIRRORS
BTV	REMOTE START
VZX	BED LINER
AG1	10-WAY DRIVER SEAT ADJUSTER
C49	REAR WINDOW DEFOGGER
SD8	BOSS PLOW 8' SUPER-DUTY STRAIGHT-BLADE OR EQUIVALENT





SNOWPLOW

# SUPER-DUTY STRAIGHT-BLADE

APPLICATIONS: 4X4s, 1/2-TON TO 1-TON TRUCKS AND SUVS



SPECIFICATIONS	7'6" Super-Duty (Steel   Poly)	8' Super-Duty (Steel   Poly   Stainless)	8'6" Super-Duty (Steel)	9' Super-Duty (Steel   Stainless)
Blade Width (Straight)	90" (229 cm)	96" (244 cm)	102" (259 cm)	108" (274 cm)
Plowing Width @ 30 Angle	78" (198 cm)	83" (211 cm)	88" (238 cm)	93-1/2" (238 cm)
Blade Height	29" (74 cm)	29" (74 cm)	29" (74 cm)	29" (74 cm)
Blade Thickness	11-ga Steel   3/8" (1 cm) Poly	11-ga Steel   3/8" (1 cm) Poly   14 - ga 304 Stainless	11-ga Steel	11-ga Steel   14 - ga 304 Stainless
Cutting Edge	1/2" x 6" (1.3 cm x 15 cm)	1/2" x 6" (1.3 cm x 15 cm)	1/2" x 6" (1.3 cm x 15 cm)	1/2" x 6" (1.3 cm x 15 cm)
Reinforcement Ribs	7 vertical, 2 diagonal	7 vertical, 2 diagonal	7 vertical, 2 diagonal	7 vertical, 2 diagonal
Plow Shoes	Cast Iron	Cast Iron	Cast Iron	Cast Iron
Trip Springs	4	4	4	4
Angle Cylinders	1-1/2" x 10" (4 cm x 25 cm)	1-1/2" x 10" (4 cm x 25 cm)	1-1/2" x 10" (4 cm x 25 cm)	1-1/2" x 10" (4 cm x 25 cm)
Lift Cylinder	2" x 1-1/8" x 10" (5cm x 3 cm x 25 cm)	2" x 1-1/8" x 10" (5cm x 3 cm x 25 cm)	2" x 1-1/8" x 10" (5cm x 3 cm x 25 cm)	2" x 1-1/8" x 10" (5cm x 3 cm x 25 cm)
Shock Absorber	1	1	1	1
Attachment System	SmartHitch 2	SmartHitch 2	SmartHitch 2	SmartHitch 2
Plow Weight*	Steel 680 lb (308 kg) Poly 706 lb (320 kg)	Steel 698 lb (317 kg) Poly 722 lb (328 kg) Stainless 747 lb (339 kg)	Steel 720 lb (327 kg)	Steel 742 lb (337 kg) Stainless 794 lb (360 kg)
Plow Lights	SmartLight 2	SmartLight 2	SmartLight 2	SmartLight 2

\*Plow weight does not include vehicle mount weight. Vehicle mount weight range: 75-105 lb (34-48 kg).

**TWO-YEAR LIMITED WARRANTY** - All BOSS Snowplows and equipment are guaranteed to be free from defects in material and workmanship for two full years from the date of purchase. Stop by any Authorized BOSS dealer to receive complete details on our Two-year parts and labor warranty.

**LEGAL STATEMENT** - Vehicles intended to be equipped with a spreader and/or snowplow must comply with the vehicle manufacturers' specifications for equipment application. BOSS Products/Northern Star Industries, Inc. reserves the right under its product improvement policy to change construction or design details and furnish equipment when so altered without reference to illustrations or specifications use herein.

**BOSS Products are covered under one or more of the following patent numbers: U.S. Patents: 4,074,448; 4,658,519; 5,568,694; 6,170,178; 6,134,814; 6,108,946; 6,487,199; 7,437,839. Canadian Patents: 1,300,877; 2,330,135. Other patents pending.**  
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## **2015 Chevrolet Silverado 2500HD Built After Aug 14**

CK25743 4WD Crew Cab 153.7" Work Truck

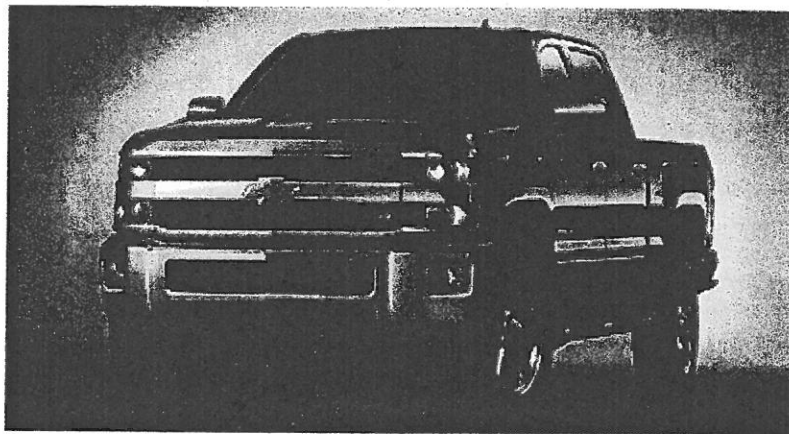


Photo may not represent exact vehicle or selected equipment.

**2015 Chevrolet Silverado 2500HD Built After Aug 14**  
**CK25743 4WD Crew Cab 153.7" Work Truck**

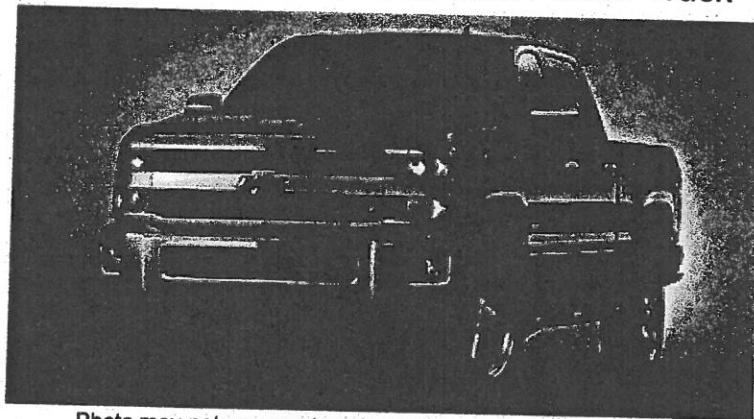


Photo may not represent exact vehicle or selected equipment.

## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

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Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### **SELECTED MODEL & OPTIONS**

#### **SELECTED MODEL - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

<u>Code</u>	<u>Description</u>
CK25743	2015 Chevrolet Silverado 2500HD Built After Aug 14 4WD Crew Cab 153.7" Work Truck

#### **SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### **SELECTED OPTIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

##### **CATEGORY**

<u>Code</u>	<u>Description</u>
MODEL OPTION	
AVF	2015 INTERIM PROCESSING CODE
SUSPENSION PKG	
Z85	SUSPENSION PACKAGE, STANDARD includes 51mm twin tube shock absorbers and 33mm front stabilizer bar (STD)
EMISSIONS	
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON STATE REQUIREMENTS
ENGINE	

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

#### CATEGORY

Code	Description
ENGINE	
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.) (STD)
TRANSMISSION	
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)
GVWR	
GEH	GVWR, 9500 LBS. (4309 KG) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine. Not available with CK25943 model.)
AXLE	
GT5	REAR AXLE, 4.10 RATIO (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)
PREFERRED EQUIPMENT GROUP	
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP includes standard equipment
WHEELS	
PYQ	WHEELS, 17" (43.2 CM) MACHINED ALUMINUM includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered
TIRES	
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL
PAINT SCHEME	
ZY1	PAINT, SOLID

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

#### CATEGORY

Code	Description
PAINT	
GAZ	SUMMIT WHITE
SEAT TYPE	
AZ3	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER. Available in cloth or leather. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets. (Includes (AG1) driver 10-way power seat adjuster and requires (H2R) Dark Ash seat trim.)
SEAT TRIM	
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM
RADIO	
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB PORTS auxiliary jack and SD card slot (Upgradeable to (IO4) 4.2" diagonal color display radio with Chevrolet MyLink.) (STD)
ADDITIONAL EQUIPMENT	
PCR	WT FLEET CONVENIENCE PACKAGE includes (DL8) outside heated power-adjustable mirrors and (AQQ) Remote Keyless Entry (Upgradeable to (DPN) Mirror. Not available with (DF2) Mirror.)
VYU	SNOW PLOW PREP PACKAGE includes power feed for backup and roof emergency light, (KW5) 220- amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy-Duty front-springs. (Only available on 4WD models. Upgradeable to (KHB) dual, 150 amps and 220 amps each alternators with (LML) Duramax 6.6L Turbo Diesel V8 engine.)
NQF	TRANSFER CASE, ELECTRONIC SHIFT WITH ROTARY DIAL CONTROLS (Requires 4WD models.)
KW5	ALTERNATOR, 220 AMPS (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

#### CATEGORY

Code	Description
ADDITIONAL EQUIPMENT	
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED (With (E63) pickup box, requires available (Z82) heavy-duty trailering equipment. Available to order as a free flow option with (ZW9) pickup box delete.)
SDA	LPO, CHROME RECOVERY HOOKS (dealer-installed) (Included with (PDQ) Chrome Appearance Package, LPO. Requires (V76) Black recovery hooks.)
Z82	TRAILERING EQUIPMENT Trailering hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground. The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package.)
VXH	LPO, ASSIST STEPS, CHROMED TUBULAR, 6" RECTANGULAR (dealer-installed) (Not available with (RVQ) 6" rectangular Black tubular assist steps, LPO, (RVS) 4" round Black tubular assist step, LPO or (VXJ) 4" round chrome tubular assist steps, LPO.)
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### SELECTED MODEL & OPTIONS

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

##### CATEGORY

Code	Description
ADDITIONAL EQUIPMENT	
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL CAMPER UPPER GLASS, MANUAL-FOLDING AND EXTENDING, BLACK. Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of Auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Includes (DD8) auto-dimming inside rearview mirror. Requires (PCR) WT Fleet Convenience Package.)
VK3	LICENSE PLATE KIT, FRONT (will be shipped to orders with ship-to states that require front license plate)
VZX	LPO, BED LINER (dealer-installed) (Not available with (LC8) 6.0L V8 SFI Gaseous (compressed natural gas) engine, (ZW9) pickup box delete, (CGN) spray-on bed liner or (VUK) tailgate liner, LPO.)
AG1	SEAT ADJUSTER, DRIVER 10-WAY POWER (Included and only available with (AZ3) front 40/20/40 split-bench cloth seat. Requires (H2R) Dark Ash seat trim.)
AQQ	REMOTE KEYLESS ENTRY (Included and only available with (PCR) WT Fleet Convenience Package)
C49	DEFOGGER, REAR-WINDOW ELECTRIC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING (Included and only available with (DPN) outside power-adjustable vertical camper mirrors.)
R9Y	FLEET FREE MAINTENANCE CREDIT This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (4 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### **SELECTED MODEL & OPTIONS**

**SELECTED OPTIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

#### **CATEGORY**

**Code Description**

#### **ADDITIONAL EQUIPMENT**

R6M NEW JERSEY COST SURCHARGE \*Required on all vehicles ordered by New Jersey dealers\*

#### **SPECIAL EQUIPMENT OPTIONS**

5H1 KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) (Not available with (9J4) rear bumper delete or (5Z4) spare wheel, carrier and lock delete. Requires (E63) pickup box.)

5L5 THEFT DETERRENT SYSTEM FLEET IMMOBILIZER MODIFICATIONS In the absence of master key, reduces roadside key relearn process to (3) two-minute cycles in place of the standard (3) ten-minute cycles

#### **OPTIONS TOTAL**

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### **STANDARD EQUIPMENT**

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#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

---

##### *ENTERTAINMENT*

- Audio system, 4.2" Diagonal Color Display, AM/FM stereo with USB ports auxiliary jack and SD card slot (Upgradeable to (IO4) 4.2" diagonal color display radio with Chevrolet MyLink.)
- XM Satellite Radio, delete
- 6-speaker audio system

##### *EXTERIOR*

- Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered.
- Tires, LT245/75R17E all-season, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)
- Bumper, front chrome
- CornerStep, rear bumper (Requires (E63) pickup box.)
- Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)
- Grille surround, chrome
- Headlamps, halogen projector
- Lamps, cargo area, cab mounted with switch on center switch bank
- Mirrors, outside manual, Black
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection caps, top
- Tailgate, locking, utilizes same key as ignition and door (Deleted with (ZW9) pickup box delete.)

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### **STANDARD EQUIPMENT**

#### **STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

##### *INTERIOR*

- Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)
- Seat trim, Cloth
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
- Steering column, manual Tilt-Wheel
- Steering wheel
- Floor covering, Graphite-colored rubberized-vinyl
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information
- Windows, power with driver express up and down and express down on all other windows
- Door locks, power
- Cruise control, steering wheel-mounted
- Air conditioning, single-zone
- Assist handle, front passenger and driver on A-pillars

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### STANDARD EQUIPMENT

#### STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

##### MECHANICAL

- Engine, Vortec 6.0L Variable Valve Timing V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (E63) fleetside pickup box; (322 hp [240.1 kW] @ 4400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) with (ZW9) pickup box delete (Does not include E85 capability with (ZW9) pickup box delete.)
- Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine.)
- Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG (Compressed Natural Gas) engine.)
- Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar
- Pickup box, Wideside
- GVWR, 9500 lbs. (4309 kg) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous engine. Not available with CK25943 model.)
- Air cleaner, high-capacity
- Transfer case, with floor-mounted shifter (Included with 4WD models only.)
- Differential, heavy-duty locking rear
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, frame-mounted, black
- Steering, Recirculating Ball
- Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors
- Exhaust, aluminized stainless-steel muffler and tailpipe

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

#### PROCESSING-OTHER

- 2015 Interim Processing Code

#### SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, single-stage frontal and thorax side-impact, driver and front passenger, and head curtain side-impact, front and rear outboard seating positions (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, delete
- Tire Pressure Monitoring System (does not apply to spare tire)

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### **WEIGHT RATINGS**

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#### **WEIGHT RATINGS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

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Front Gross Axle Weight Rating:	4,800.00
Rear Gross Axle Weight Rating:	6,200.00
Gross Vehicle Weight Rating:	9,500.00

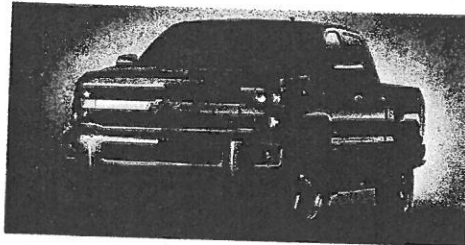
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2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD



2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### **WARRANTY INFORMATION**

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**WARRANTY INFORMATION - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

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**WARRANTY**

**Basic:**

3 Years/36,000 Miles

**Drivetrain:**

5 Years/100,000 Miles

**Corrosion:**

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

**Roadside Assistance:**

5 Years/100,000 Miles

**Maintenance:**

2 Years/24,000 Miles

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2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD  
**TECHNICAL SPECIFICATIONS**

**POWERTRAIN - BASIC SPECIFICATIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

**ENGINE**

Engine Order Code	
Engine Type	L96
Displacement	Gas/Ethanol V8
SAE Net Horsepower @ RPM	6.0L/366 CID
SAE Net Torque (lb ft) @ RPM	360 @ 5400
	380 @ 4200

**TRANSMISSION**

Transmission order code	
Transmission Type Description	MYD
Drive Train	6-Speed Automatic
	Four Wheel Drive

**MILEAGE**

City EPA fuel economy estimate (MPG)

Hwy EPA fuel economy estimate (MPG)

City cruising range (mi)

Hwy cruising range (mi)

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### TECHNICAL SPECIFICATIONS

#### POWERTRAIN - ADVANCED SPECIFICATIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truc

##### TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	4.03
Second Gear Ratio (:1)	2.36
Third Gear Ratio (:1)	1.53
Fourth Gear Ratio (:1)	1.15
Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67
Reverse Ratio (:1)	3.06

Clutch size (in)

Power Take-Off

##### TRANSFER CASE

Transfer case model	- TBD -
Gear Ratio (:1)	
Transfer case high gear ratio	1.00
Transfer case low gear ratio	2.69
Transfer case power take off	

##### DIFFERENTIAL

Axle Ratio (:1)	Front	Rear
	4.10	4.10

##### ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	- TBD -			- TBD -
Alternator				
Alternator Amps	* 220.00			

##### COOLING SYSTEM

Cooling system capacity	- TBD -
Engine oil cooler	Yes

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Customer File:

# 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

## **TECHNICAL SPECIFICATIONS**

### **PAYLOAD/TRAILERING SPECIFICATIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck**

#### **WEIGHT INFORMATION**

	Front	Rear	Total
Gross Axle Wt Rating (lbs)	4,800.00	6,200.00	
Curb Weight (lbs)	3,788.00	2,736.00	6,524.00
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	3,788.00	2,736.00	6,524.00
As spec'd payload (lbs)			2,976.00
Total Weight (lbs)	3,788.00	2,736.00	6,874.00
Reserve Axle Capacity (lbs)	1,012.00	3,464.00	4,476.00
Gross Vehicle Wt Rating (lbs)			9,500.00
Gross Combined Wt Rating (lbs)			20,500.00

#### **TRAILERING**

	Max Trailer Wt.	Max Tongue Load
Dead Weight Hitch (lbs)	5,000.00	500.00
Weight Distributing Hitch (lbs)	13,000.00	1,560.00
Fifth Wheel Hitch (lbs)	13,676.00	2,976.00

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Customer File:

## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### TECHNICAL SPECIFICATIONS

#### CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

SUSPENSION		Front	Rear	
Spring				
	Spring Type	Independent	Multi-Leaf	
	Spring Capacity	4,800.00	6,200.00	
Axle				
	Axle Type	Independent	Semi Floating	
	Axle Capacity	4,800.00	6,200.00	
	Shock Absorber Diameter (mm)	51.00	51.00	
	Stabilizer Bar Diameter (in)	1.31		
BRAKES				
Brake type		Pwr		
ABS System		4-Wheel		
		Front	Rear	
Disc		Yes	Yes	
	Rotor Diam x Thickness (in)	- TBD -	- TBD -	
Drum				
	Drum Diam x Width (in)			
TIRES		Front	Rear	Spare
	Tire Order Code	* QXT	* QXT	
	Tire Size	* LT265/70R17E	* LT265/70R17E	
	Capacity	- TBD -	- TBD -	- TBD -
	Revolutions/Mile @ 45mph	- TBD -	- TBD -	- TBD -
WHEELS		Front	Rear	Spare
	Wheel Size	17 x 7.5	17 x 7.5	17 x 7.5
	Wheel Type	* Aluminum	* Aluminum	Steel

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### TECHNICAL SPECIFICATIONS

#### CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

##### STEERING

Steering type	Pwr
Ratio (:1)	
On Center	- TBD -
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	51.50
Wall-to-Wall	N/A

##### FUEL TANK

	Main	Auxiliary
Capacity	36.00	
Location	- TBD -	

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### TECHNICAL SPECIFICATIONS

#### DIMENSIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

##### EXTERIOR DIMENSIONS

Wheelbase (in)	153.70
Length, Overall w/o rear bumper (in)	239.50
Width, Max w/o mirrors (in)	80.51
Height, Overall (in)	78.23
Overhang	
Overhang, Front	- TBD -
Front Bumper to Back of Cab (in)	150.10
Cab to Axle (in)	41.26
Cab to End of Frame (in)	- TBD -
Ground to Top of Load Floor (in)	- TBD -
Ground to Top of Frame (in)	- TBD -
Frame Width, Rear (in)	- TBD -
Ground Clearance	
Ground Clearance, Front	9.65
Ground Clearance, Rear	9.65

##### CARGO AREA DIMENSIONS

Cargo Box Length @ Floor (in)	78.86
Width	
Cargo Box Width @ Top, Rear	- TBD -
Cargo Box Width @ Floor	- TBD -
Cargo Box Width @ Wheelhousings	51.02
Cargo Box (Area) Height (in)	21.10
Tailgate Width (in)	- TBD -
Cargo Volume (ft³)	61.00
Ext'd Cab Cargo Volume (ft³)	- TBD - w/o Rear

##### INTERIOR DIMENSIONS

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## 2015 Fleet/Non-Retail Chevrolet Silverado 2500HD Built After Aug 14 4WD

### TECHNICAL SPECIFICATIONS

#### DIMENSIONS - 2015 Fleet/Non-Retail CK25743 4WD Crew Cab 153.7" Work Truck

##### INTERIOR DIMENSIONS

Passenger Capacity	6	
Seating Position	Front	Second
Head Room (in)	42.80	40.50
Leg Room (in)	45.27	40.93
Shoulder Room (in)	64.84	64.33
Hip Room (in)	60.73	60.24

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

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

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

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

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

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

\_\_\_\_\_  
TOWNSHIP CLERK

(Corporate Seal)  
ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

## PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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



## PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

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

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

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

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

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

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

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

My Commission Expires) \_\_\_\_\_ 20\_\_\_\_



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

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 et seq, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.