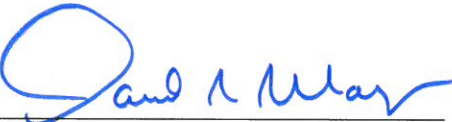


SPECIFICATIONS FOR THE PURCHASE OF
TWO (2) SMALL DUMP TRUCK WITH PLOW AND SPREADER
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN


MAYOR


DEPARTMENT HEAD


BUSINESS ADMINISTRATOR


SOLICITOR

BID OPENING DATE: MARCH 30, 2016 @ 10:15 A.M.

SPECIFICATIONS # P.W.: 16 - 02

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

TWO (2) SMALL DUMP TRUCK WITH PLOW AND SPREADER

BID SPECIFICATION NUMBER: PW: 16-02

will be received no later than 10:15 am prevailing time on MARCH 30, 2016, at the Municipal Building, 1261 Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

TWO (2) SMALL DUMP TRUCK WITH PLOW AND SPREADER

DO NOT OPEN UNTIL: MARCH 30, 2016@ 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.

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

BID BOND

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

SURETY BOND

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

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

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

CONSENT OF SURETY

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

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the

(Surety Company)

will provide to _____ a performance bond
(Owner)

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

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

SPECIFICATIONS

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

INTERPRETATIONS OF SPECIFICATIONS

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

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

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

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

EXTRA WORK

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

ADDITIONS OR DEDUCTIONS

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

PROTECTION BY CONTRACTOR

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

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.

Gloucester Township

Chassis specification for 1 new dump truck

Manufacturer's Productions Sheet:

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

General Instructions:

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

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

Errors and Omissions:

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

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

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

These specifications are not intended to be restrictive, but are meant to describe the type of unit required for use by the Township. **Bidders are warned, however, that failure to meet the minimum provisions noted herein will be deemed sufficient reason to reject a bid.**

If the Bidder is basing his proposal on equipment other than what is specified and wishes the equipment he proposes to be considered as an "Approved Equivalent", he shall submit on a separate sheet in the exact format of the specifications contained herein, an item description, including the make, model and manufacturer's name of that which he proposes to substitute. For purposes of comparison, include only those items on each sheet as given in these specifications. Such Bidder shall also include, but not as a substitute for the above, manufacturer's literature and specifications.

EXCEPTIONS:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

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

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

Dimensions:

Wheelbase.....approx 158" Inches
Cab-To-Axle..... approx 85" Inches
Front axle to be setback 32" for better turning in tight areas and even weight distribution
Note: The Authority reserves the right to determine final cab-to-axle dimension at issuance of Purchase Order.

GVWR.....19,500 lbs. (minimum)
Bumper to Back of Cab.....107" Inches
Shoulder Room.....71" Inches
Hip Room.....70" Inches
Door Width.....37" Inches
Cab Height, Interior.....56" Inches (minimum)
Cab Width.....82" Inches (minimum)
Overall Width.....82" Inches

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

Compatibility Clause:

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

Engine and Related Equipment:

- Diesel – International MaxxForce 7 (8) cylinder 300 peak HP 660 lb/ft @1600 RPM .
- 300 peak HP (minimum), 660 lb/ft torque @ 1600 RPM (minimum)
- Engine must be 2010 emission certified
- All engine and engine related system fluids shall remain as a stable liquid, unaided within the normal expected vehicle ambient temperature operating range of -20 degrees F to 100 degrees F
- Block heater Phillips 120 volt/1000 watt.
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 697 square inch radiator and 225 Sqin charged air cooler

- Fan Drive Borg Warner series 790 viscous type screw on with nylon fan blades (or and approved equivalent)
- Air cleaner, single element (or and approved equivalent)
- Filters – primary fuel, oil
- Heated fuel/water separator engine mounted with water-in-fuel sensor.(or an approved equivalent)
- Electronic engine speed control for PTO, remote mounted for body builder or future access
- Oil pan magnetic drain plug
- Engine shutdown system, automatic with the warning lights and alarm, oil pressure, coolant temperature and coolant level. System must include automatic 30 second override
- Anti-Freeze, (**extended life type**), -40°F protection, with “low coolant” level warning light and alarm

Electrical System:

- Computer controlled wiring system with self-diagnostics and data link connector in the cab for vehicle programming. Dash to have LCD screen to read out all fault codes
- Wiring shall be color coded and continuously numbered
- Jump Start Terminal – remote mounted with clear access (vehicles requiring the removal of the battery box cover or connections of jumper cables directly to battery studs will not be considered)
- Cigar lighter to be supplied
- Power source cigar type receptacle without plug and card
- Radio AM/FM/CD weather band
- Batteries – (3) 12 volt, 2250 CCA (minimum)(or an approved equivalent).
NOTE: Battery mounting shall not interfere with the installation of hydraulic and body components. The battery box shall have a plastic or aluminum protective lid and shall be mounted behind the cab.
- Battery terminals to be sealed
- Alternator – 120 amp (minimum) Leece-Neville LBP2224H Brush type pad mounted (or an approved equivalent)
- Lights – Cab Maker, (5) LED type
Headlamp, (2) Halogen
Daytime running, (2)
Directional Marker, (2) Front Corner of Hood,
Tail with integral stop, turn, backup and license plate (2)
Interior Dome, door activated.
NOTE: The vehicles exterior lighting system, including headlamp, tail And marker lights, must automatically activate whenever the Wiper switch is engaged (**NO EXCEPTIONS**)
- Flasher – 40 amp, rated no load, solid state flasher with self protection and self diagnostics

- Turn Signal Switch – electronic, with “flash-to-pass” feature
- Jump start stud to be factory installed
- Circuit Protectors – manual reset, SAE Type III, with trip indicators
- Body Builder Electrical Connector – connection plug is to be located at the rear of frame for body builder connection to stop, tail, turn and marker light circuits, ignition controlled auxiliary feed and ground. **NOTE: The body builder will not be permitted to splice into any chassis wiring harness.**
- Back-up Alarm – chassis supplied, 102 DBA
- Snow plow lighting –Chassis manufacturer to supply a 36” auxiliary wiring harness with back lighted switch shall be supplied for plow lights and turn signals. **Note body builder will not be permitted to splice into any chassis wiring harness**
- Trailer connection socket 7 way mounted at rear of the frame, wired for turn signals combined with stop, compatible with trailers that use combined stop, tail and turn lamps.
- 2-way radio wiring effects factory installed. Wiring should have a 20 amp fuse protection includes ignition wire with a 5 amp fuse wire ends heat shrink and routed to center of header console in cab
- Clearance marker lights to be L.E.D
- Windshield wiper speed control will force wipers to slowest intermittent speed when park brake is set and wipers on.
- Head lights will automatically turn on if windshield wipers are turned on.
- Test exterior lights, pre-trip inspection will cycle all exterior lamps except back-up lights.
- Parking brake alarm- Electric horn to sound in a repetitive manner when vehicle park brake is “NOT” set with ignition off and any door opened.
- Body builder circuits, six (6) body circuits switches shall supplied in the instrument panel with one (1) weather protected power module mounted at rear of cab. The power module is to be six (6) channels capable, 20 amps per channel, 80 amp max output. The dash switches are to control the power module. The dash mounted switches must be back-lighted.

Exhaust System:

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

Frame:

- Main Frame under cab to be 80,000 psi with 8.68 section modulus and 694,700 RBM. Frame starting before end of back of cab to just before rear axle spring hanger to be double frame with a section modulus of 26.05 and a RBM of 2,084,000. From front rear spring hanger to end of frame single rail with section modulus of 11.70 and a RBM of 935,800.
- Front tow hooks

- Front Bumper – full width steel with swept-back ends **.NOTE: The body builder shall not weld to or “burn” holes in the bumper.**

Fuel Tank:

- 40 gallon capacity, non plastic mounted on rear of rear axle between frame rails, (minimum).

Transmission:

- Automatic – 5-speed Allison Model 1000 RDS-P with park pawl (or an approved equivalent)
- 26,000 lbs GCW max
- PTO Provisions (**NO EXCEPTIONS**)
- Synthetic Lube – Transynd (or an approved equivalent)
- Transmission Oil Temperature Gauge, dash mounted
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control to dash mounted not steering column mounted (**NO EXCEPTIONS**)

Transfercase:

___ Transfer case to be Fabco TC-28 Two speed gear driven, 3,600 lb-ft capacity with electric shifting controls. Chain driven transfer case not acceptable.

Front Axle and Related Equipment:

- 8,000 lbs. capacity Dana Spicer D700N (or an approved equivalent)
- Front axle shall be set forward configuration.
- Wheel Seals, oil lubricated, includes wheel bearings
- Shock Absorbers
- Spring Pins, rubber bushed, maintenance free
- Drag Link and Tie Rods, greaseable
- Power Steering – gear driven

Rear Axle and Related Equipment:

- 13,500 lbs. capacity – Dana Spicer S110 single reduction standard track 13,500 lb capacity with 160 wheel ends.
- Differential locking Dana Spicer S110 Truetrac torque proportioning limited slip.
- Ratio – vehicle shall be geared to obtain a speed of approximately 68 MPH.
- Magnetic Oil Drain Plug
- Wheel Seals
- Synthetic Lubrication, factory installed

Suspension, Front:

- 8,000 lbs. capacity, Parabolic springs with shock absorber.

Suspension, Rear:

- Rear suspension to be single vari-rate 13,500 lb capacity includes.(or an approved equivalent)

Drive Shaft:

- Heavy duty
-

Brake System and Related Equipment:

- Brake System to be hydraulic TRW 355 split system with 3 channel ABS(**NO EXCEPTIONS**)
- Brakes – Front, 15.35 x 1.54 rotors with dual 2.36 diameter pistons
Rear, 15.35 x 1.54 rotors with dual 2.36 diameter pistons

NOTE: All brake lining material shall be non-asbestos. The successful vendor shall be required to furnish certification from the manufacturer stating that all brake linings are non-asbestos. NO EXCEPTIONS.

Cab and Related Equipment:

- Conventional Style Cab, galvanized steel, with tilting three (3) piece construction hood. Fenders are to be replaceable, independently of hood.
- Front grille to be chrome with chrome head light bezels
- Full hood to tilt forward for ease of engine maintenance. **NO EXCEPTION**
- Horn activation shall be located on the steering wheel for both.
- Glass – all cab glass shall be tinted. Vent windows shall be provided, and must pivot open.
- Interior grab handles to be safety yellow.
- Mirrors – Two (2) Rectangular Heads, approximately 16” inches x 7” inches, with additional integral convex mirrors, mounted on a “breakaway” type “C” bracket. Both the main and convex mirrors are to be heated and thermostatically controlled with. An additional 6”x 10” inches “look-down” convex mirror is to be mounted on the upper right side mirror bracket. This mirror shall be located in such a manner as to view the area directly at or below the passenger side door.
- Mirrors must be break away type mirrors **NOTE: No exceptions**
- All mirror bracket must be powder coated.
- Radio- AM/FM/CD with weather band
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)
- Gauges –oil pressure, voltmeter, engine coolant temperature, fuel, hour meter, tachometer, transmission oil temperature, odometer, trip hours, trip miles.
- Warning Lights and Alarms, low fuel, low oil pressure, low coolant level, high coolant temperature, low battery voltage, low windshield wiper fluid
- Grab Handles – entry assist, located inside the cab, left and right. Seating – Driver – National Air Suspension with self contained air compressor (or an approved equivalent) vinyl high back with integral headrest fully adjustable and.

Passenger two man, vinyl, high back with integral headrest and under seat storage.

- Heater/Defroster/air conditioner chassis manufacturer installed
- Air condition to have built in shut down system to control damage incase of a failure
- Seat belts to be safety orange
- Filter minder dash mounted
- Sun visors – right and left with center extenders
- Overhead Console – with dual storage pockets
- Full Headliner and Padded Door Panels
- Adjustable Steering Column – infinite position type
- Cab to have exterior sun visor with integral L.E.D marker lights
- Cab Interior – manufacturer's standard, City color preference is gray.
-

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

Tires and Wheels:

Front – 225/70R19.5 Tubeless type, Radial Goodyear G622 Load, Range F (14 Ply), Mud and snow (or an approved equivalent), Disc, 6.0" inches x 19.5" inches power coat "White" painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 225/70R19.5 Tubeless type, Radial Goodyear G622 Load, Range F(14 Ply), Mud and Snow (or an approved equivalent), Disc, 6.00" inches x 19.5" inches power coat "white" painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs

Paint:

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

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

Chassis Color: Black

Wheels: Powder Coat

EXCEPTIONS:

Service Manuals:

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

EXCEPTIONS:

Delivery:

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

EXCEPTIONS:

Parts & Supplies:

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

EXCEPTIONS:

Dealer Network:

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

EXCEPTIONS:

Warranties:

All units delivered must be guaranteed to be free from defects in materials, design and workmanship for a base warranty fo 3 years or 36,000 miles from date of final delivery excluding normal wear items. **NO EXCEPTIONS.**

EXCEPTIONS:

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	11FT		
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
RUBBER 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 1/4" HI TENSILE FORMED CHANNEL
LONG MEMBERS
LIFT ARMS: 2 EACH @ 3/4" THICK EACH MINIMUM
LIFT LINK: 2 EACH 2 7/8" OD X 1/2" 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: 3/4" MAGNETIC DRAIN PLUG, 1 1/4" FULL FLOW
BRASS BALL VALVE, 2" X 1 1/4" 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 ADJUSTABEL 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 5150 EX OR EQUAL

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: _____

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:

_____	_____
_____	_____

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

EZ STEP FOLD OUT LADDER

_____	_____
_____	_____

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

COMPLY
YES NO

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

½" X 8" HIGH CARBON REPLACEMENT

REVERSIBLE CUTTING EDGE

SNO CURVED FOIL

EXCEPTIONS:

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notifications of award but prior to execution of this contract, one of the following three documents as forms of evidence.:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action Program (good for one year from the date of the letter):

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

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

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

NEW JERSEY PREVAILING WAGE ACT

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

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

DOMESTIC PRODUCTS

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

PUBLIC DISCLOSURE

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

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

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
2. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.
5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.
8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

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

Submitted By:

Name of Firm

Signature

Title

Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

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

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

Subscribed and Sworn to

before me on the ____ day

of _____ 20____

(Notary Public)

My Commission Expires:

(Seal)

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to

ensure 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

- 1. Letter of Federal Affirmative Action Plan Approval**
- 2. Certificate of Employee Information Report**
- 3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj/treasury/contract_compliance)**

Company _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

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

in the County of _____ and State of _____ of full

age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or Position) (Name of Firm)

the bidder making this Proposal for the bid entitled _____, and that I
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal
(Name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

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

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

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

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

(Check Appropriate Statements(s))

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

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

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

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

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate(BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/dca/lgs/lpcl/busregis/bus 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:

MAYOR

COMPANY

SIGNATURE

TITLE

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.