

SPECIFICATIONS FOR THE PURCHASE OF
14 YARD LEAF MACHINE
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN



MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: *April 6, 2016 @ 10:00 a.m.*

SPECIFICATIONS # P.W.: 16 - 04

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

14 YARD LEAF MACHINE

BID SPECIFICATION NUMBER: PW: 16-04

will be received no later than 10:00 am prevailing time on April 6, 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:

14 YARD LEAF MACHINE

DO NOT OPEN UNTIL: April 6, 2016 @ 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.

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.

**TOWNSHIP OF GLOUCESTER, NJ
SPECIFICATION FOR A 14 CUBIC YARD
TRAILER MOUNTED SELF-CONTAINED VACUUM LEAF COLLECTOR**

1.0 General:

Deviations

- | | | | |
|------|--|--------|-------|
| 1.01 | The intent of these specifications is to cover the requirement to manufacture a heavy-duty trailer mounted self-contained vacuum leaf collector that vacuums from the right (passenger) side of the unit. | YES___ | NO___ |
| 1.02 | The design of the unit shall incorporate the latest available technology and engineering capacities. | YES___ | NO___ |
| 1.03 | All bolts shall have aircraft quality nylon lock nuts on the unit and any component that is riveted shall use only stainless steel rivets. | YES___ | NO___ |
| 1.04 | For superior strength and durability of the machine, tab and slot construction procedures shall be used for all metal fabricated components. | YES___ | NO___ |
| 1.05 | The proposed unit shall be a current production model; proto type or obsolete units will not be considered. | YES___ | NO___ |
| 1.06 | The proposed unit bid must be a regularly manufactured unit with at least ten (10) references available (please provide references with bid). | YES___ | NO___ |
| 1.07 | The leaf collection unit shall meet or exceed all OSHA, federal and state regulations and requirements. | YES___ | NO___ |
| 1.08 | Each bidder must check either "Yes" or "No" for each section. If "Yes" is checked, bidder will be expected to supply exactly what is described. If "No" is checked, please provide a detail explanation of the deviation, no matter how minor it may be. If the bidder fails to respond either "Yes" or "No", the bid will be rejected for non-compliance. | YES___ | NO___ |

2.0 Power:

Deviations

- | | | | |
|------|--|--------|-------|
| 2.01 | A John Deere model 4045T (or equal) four-cylinder turbo charged diesel engine certified and rated for 84HP at 2500 RPMs provides the power. | YES___ | NO___ |
| 2.02 | The engine is equipped with a 12-volt starter, alternator and a heavy-duty air cleaner. | YES___ | NO___ |
| 2.03 | A heavy-duty 6.62" diameter x 21" long muffler that is horizontally mounted shall be supplied. | YES___ | NO___ |
| 2.04 | The engine sound rating shall be no higher than 80 dBa at 50 feet. | YES___ | NO___ |
| 2.05 | For maximum safety, a 2.5" diameter stainless steel exhaust pipe shall root the engine exhaust out to the lower driver's side of the unit, no exceptions. | YES___ | NO___ |
| 2.06 | To reduce the possibility of the radiator from becoming clogged with leaf dust, a pressurized "trash" style radiator shall be used. | YES___ | NO___ |
| 2.07 | The radiator shall have a minimum of 3 cores to provide maximum cooling. | YES___ | NO___ |
| 2.08 | For maximum engine cooling, a 18" diameter fan with seven 5" wide blades shall be provided. | YES___ | NO___ |
| 2.09 | The fan blades shall be at a 40° chord angle and are capable of producing 7,600 cfm to pull the air through the radiator. | YES___ | NO___ |
| 2.10 | The radiator shall be equipped with a bottom hinged secondary screen. | YES___ | NO___ |
| 2.11 | The radiator screen shall be constructed out of 1/2" expanded metal backed with 1/8" hardware screening. The use of fine window screening is not acceptable due to the lack of air that can pass through and the overall durability of it. | YES___ | NO___ |
| 2.12 | The secondary radiator screen shall be powder coated black to prevent corrosion; painted screen assemblies are not acceptable. | YES___ | NO___ |
| 2.13 | The secondary radiator screen shall be held in place by two adjustable over-center clamps and can be opened and cleaned without powering down the unit. | YES___ | NO___ |

3.0 Engine Controls:

Deviations

- 3.01 The engine controls are to be mounted in an instrument panel for easy access in clear view at the operator's eye level and reachable with ease. YES___ NO___
- 3.02 The instrument panel shall be side hinged to allow easy access to the instrument control wiring. YES___ NO___
- 3.03 Controls include voltmeter, oil pressure gauge, water temperature gauge, throttle, tachometer and hour meter. YES___ NO___
- 3.04 A remote throttle controller shall be mounted to the intake suction nozzle handle YES___ NO___
- 3.05 All engine-monitoring gauges must be illuminated with back lighting for early morning or late evening operation. YES___ NO___
- 3.06 All engine gauges shall be of marine quality to insure proper functioning in all weather conditions. YES___ NO___
- 3.07 All electrical controls and gauges are connected via circuit board with circuit breaker protection. The use of electrical wiring strips and fuses is not acceptable. YES___ NO___
YES___ NO___
- 3.08 A relay shall be provided to isolate any external loads from the control circuit.
- 3.09 All electrical connections associated with the engine shall be made with heat shrink connectors, no exceptions. YES___ NO___
- 3.10 An automatic safety engine shutdown for low oil pressure and high water temperature shall be provided. YES___ NO___
- 3.11 LED indicator lights shall indicate what function has caused the engine to shutdown; water temperature, oil pressure, E-stop or inspection door/hose.

4.0 Engine Enclosure:

Deviations

- 4.01 The engine is fully enclosed in a custom metal housing. YES___ NO___
- 4.02 The enclosure shall have front and rear access doors that protect operators from all belts, fans and moving parts. YES___ NO___
- 4.03 Front and rear access doors shall have stamped louvers for optimum ventilation; open holes used for ventilation will not be acceptable. YES___ NO___
- 4.04 The top of the engine enclosure shall be completely removable without the use of tools; enclosures that are bolted together will not be acceptable. YES___ NO___
- 4.05 All access doors shall be securely held in place by adjustable twist latches. YES___ NO___
- 4.06 The top of the engine compartment shall have hinged doors for convenient access to the radiator cap and oil fill. YES___ NO___
- 4.07 Adjustable twist latches shall secure the top access door. YES___ NO___

5.0 Fuel Tank:

Deviations

- 5.01 A 40-gallon minimum capacity fuel tank shall be supplied. YES___ NO___
- 5.02 The tank shall be constructed out of the strongest of cross link polyethylene resins and is roto-molded in a manner to have a wall thickness of 1/4" over the entire surface of the tank. YES___ NO___
- 5.03 Stainless steel, aluminum or steel fuel tank(s) will not be acceptable due to their corrosive nature and or their tendency to crack due to vibration with this type of machine. YES___ NO___
- 5.04 The fuel line pickup inside the fuel tank shall have a screen mesh for filtration as well as a check vale. YES___ NO___

6.0 Fluid Drive Coupler Direct Drive:

Deviations

- 6.01 The fluid drive coupler shall be provided with a 2-1/4" diameter hardened shaft. YES___ NO___
- 6.02 PTO shaft shall turn on 2 roller bearings that are pressed into the housing. YES___ NO___
- 6.03 A remote grease line to lubricate the outboard double spherical roller bearing shall be provided. YES___ NO___
- 6.04 The fluid drive coupler shall bolt directly to the engine bell housing. YES___ NO___

8.0 Trailer:

Deviations

- 8.01 Trailer is constructed of heavy-duty enclosed tubular steel, formed and welded for a properly balanced trailer frame. YES___ NO___
- 8.02 The chassis is constructed out of 3" x 8" tubular steel with 1/4" thick walls, the use of I-beams or channel will not be acceptable due to their open design. YES___ NO___
- 8.03 The overall dimensions of the trailer with the suction hose attached shall not exceed 119" high, 101" wide and 190" long. YES___ NO___
- 8.04 Two 3.5" axles with a combined rating of 16,000 pounds support the power unit, trailer base and self-dumping box. YES___ NO___
- 8.05 LT235/85R16 tires shall be mounted on steel wheels; a total of four (4) tires shall be supplied. YES___ NO___
- 8.06 The trailer shall be equipped with electric brakes for all wheels. YES___ NO___
- 8.07 Trailer shall include a heavy-duty 6" x 6" tubular steel tow bar. YES___ NO___
- 8.08 The tow bar shall be bolted to the trailer main frame to accommodate different length bars if so desired, no exceptions. YES___ NO___
- 8.09 For maximum safety and strength, the draw bar shall slide into a receiving tube. YES___ NO___
- 8.10 The tow bar shall extend a minimum of 8' from the front of the trailer chassis to insure proper hose storage for a safe travel position. YES___ NO___
- 8.11 A heavy-duty 3" ID pintle eye shall be supplied. YES___ NO___
- 8.12 The pintle eye shall be adjustable for height without any tools by utilizing three 7/8" diameter x 8" long clevis pins with clip rings. YES___ NO___
- 8.13 The trailer is equipped with a heavy-duty hydraulic parking jack powered from the engine driven gear hydraulic pump. YES___ NO___
- 8.14 Two safety chains with hooks shall be bolted to the trailer tongue assembly. YES___ NO___
- 8.15 The trailer shall have a rear bumper that is 75" wide and 6.5" tall, no exceptions. YES___ NO___
- 8.16 The bumper shall be mounted approximately 19" from the ground. YES___ NO___
- 8.17 The bumper shall have four flush mounted stop and taillights with turn signal indicators. YES___ NO___
- 8.18 The trailer shall also all DOT required clearance lights as well as red/white reflective tape around the perimeter of the unit. YES___ NO___
- 8.19 At the rear of the unit two strobe lights shall be flush mounted within the skirting of the box container. Lights mounted on the rear doors of the unit are not acceptable. YES___ NO___
- 8.20 At the rear of the unit two strobe lights shall be flush mounted within the skirting of the box container. Lights mounted on the rear doors of the unit are not acceptable. YES___ NO___
- 8.21 The strobe lights shall be wired with an on/off rocker switch located on the engine control panel. YES___ NO___
- 8.22 All wiring for the trailer shall be run through protective looming and have protective rubber grommets when passing through steel openings. YES___ NO___
- 8.23 The 12-volt battery shall be located on the side of the trailer frame, outside the engine compartment for safety. YES___ NO___
- 8.24 The battery shall be located in a lockable battery box. YES___ NO___

9.0 Box Container:

Deviations

- 9.01 The box has a useable inside capacity of not less than 14 cubic yards and is self-dumping. YES___ NO___
- 9.02 Top of the box is equipped two easily removable 1/2" expanded metal mesh screens with a smaller 1/8" metal screening on the inside of the box for proper YES___ NO___

- ventilation. The use of larger screens or dust tarps will not be acceptable.
- 9.03 The top screens slide into a channel and are bolted in place. Top screens welded in place are not acceptable. YES___ NO___
- 9.04 Top screens shall be capable of being removed without requiring personnel to enter the interior of the hopper, no exceptions. YES___ NO___
- 9.05 The box shall be designed so that optional bottom exhaust panels can be added at a later date with no modifications to existing box required. YES___ NO___
- 9.06 The box is constructed out of 12-gauge steel and is bolted to the platform floor. Hoppers that are welded to the platform floor are not acceptable. YES___ NO___
- 9.07 The box is structurally supported by a minimum of four 3" channels vertically positioned on the sides and tied into cross members across the top. Units without top cross members will not be acceptable. YES___ NO___
- 9.08 The interior walls of the box are smooth and the floor has drain holes to help eliminate additional water weight. YES___ NO___
- 9.09 The floor of the box shall be supported by channel cross members. YES___ NO___
- 9.10 For improved driver visibility while towing the unit, the hopper body platform shall have a maximum width of 88", no exceptions.
- 9.11 The front of the box shall extend over the suction blower and engine to provide additional protection. YES___ NO___
- 9.12 Front of the box shall be angled to provide a built-in brush guard to guide low hanging branches up and over the unit. Units with flat or vertical front hopper walls are not acceptable. YES___ NO___
- 9.13 There shall be a 1/4" thick abrasion resistant deflector to insure proper settlement of leaves in the box. YES___ NO___
- 9.14 The box is equipped with dual rear doors securely fastened at the top and bottom of each door. Bidder must supply photographs or drawings of proposed hopper door if not so indicated on the general brochure, no exceptions. YES___ NO___
- 9.15 Each door has its perimeter structurally framed with 3" channel along with one 3" channel center horizontal member. YES___ NO___
- 9.16 When the doors close, they shall over lap each other to form a proper seal. YES___ NO___
- 9.17 There shall be a full hopper width rubber skirting that is 1/4" thick x 2" located at the top rear portion of the hopper that creates a tight seal when the rear doors are closed. YES___ NO___
- 9.18 The rear doors shall be opened and closed via a dual cam lockable bar lock mechanism latch that incorporates a safety latch. YES___ NO___
- 9.19 The cams shall connected to 3/4" OD x 3/16" lock rods that run from the bottom of each door to the top. YES___ NO___
- 9.20 Door(s) that drag through the material being dumped during the dump cycle will not be acceptable YES___ NO___
- 9.21 Door(s) that require the hopper to be raised or rely on props to hold open the door(s) will not be acceptable due to safety reasons. YES___ NO___
- 9.22 The doors shall be side hinged and shall fasten to the box sides with safety chains and spring hooks when dumping. YES___ NO___
- 9.23 Each door shall be supported by a minimum of three hinge assemblies. YES___ NO___
- 9.24 The door hinges are secured to the hopper sides and supported by a minimum of a 4" x 1/4" channel member. YES___ NO___

10.0 Dumping Hoist:

Deviations

- 10.01 The box is dumped via a Crysteel scissors style lifting mechanism incorporating hydraulic cylinders capable of dumping 30400lbs. YES___ NO___
- 10.02 The lift mechanism is powered up and down. Single acting dump systems are not acceptable. YES___ NO___
- 10.03 The hopper shall be capable of dumping to not less than a 52° dump angle to assure that all material exits the hopper, no exceptions. YES___ NO___
- 10.04 The rear dumping hinge assembly shall be a minimum of 1/2" thick steel with YES___ NO___

- a 2" diameter pins.
- 10.05 The dumping hoist shall come standard with a manufactures five-year warranty, no exceptions. YES___ NO___
- 10.06 The dump control valve is located at the front of the unit and is easily accessible even when hose is in the travel position. YES___ NO___
- 10.07 There shall be a hydraulic check valve incorporated into the container box dump cylinder that prevents the box container from falling should a hydraulic line, hose or fitting fail, no exceptions. YES___ NO___
- 10.08 The hopper shall have an automatic guide system to realign the hopper and the blower housing when the hopper is lowered back down into a working position, no exceptions. YES___ NO___

11.0 Hydraulic Systems:

Deviations

- 11.01 The unit shall be equipped with two completely independent hydraulic systems. YES___ NO___
- 11.02 The first is a gear driven hydraulic pump directly coupled to the engine's auxiliary drive to operate the box dumping system and front jack. YES___ NO___
- 11.03 This system operates at 3000 psi and is "live" as soon as the engine is started. YES___ NO___
- 11.04 A hydraulic reservoir is supplied with an in-line hydraulic filter. YES___ NO___
- 11.05 Hydraulic tank shall be conveniently mounted and include a sight gauge and fill cap that are accessible from the front side of the engine. YES___ NO___
- 11.06 All hydraulic lines running to the dumping hoist shall be stainless steel tubing. No exceptions. YES___ NO___
- 11.07 The stainless steel hydraulic tubes for the hoist shall be run on the inside of the trailer frame; securely held in place with rubber squeeze clamps. YES___ NO___
- 11.08 Hydraulic rubber hoses laying on the trailer deck or not securely fastened will not be accepted. YES___ NO___
- 11.09 The second system incorporates and electric/hydraulic pump that powers the hydraulic hose boom. YES___ NO___
- 11.10 This system operates off of the 12-volt battery and does not require the engine to operate. YES___ NO___

12.0 Suction Impeller:

Deviations

- 12.01 The impeller diameter shall be a minimum of 32" diameter with six gusseted blades. YES___ NO___
- 12.02 The blades are constructed out of 3/8" thick abrasive resistant T-1 steel with a Brinell hardness exceeding 400. YES___ NO___
- 12.03 For maximum vacuum and superior wear characteristics, the suction blades shall be straight (flat) with no curve or cups formed in them. No exception to this requirement. YES___ NO___
- 12.04 Suction blades are to be robotically welded to a backing plate. YES___ NO___
- 12.05 The impeller back plate shall have a minimum thickness of 1/4", no exceptions. YES___ NO___
- 12.06 The suction impeller blades shall be keyed and notched into the back plating along with external gussets to provide the safest and strongest bond. YES___ NO___
- 12.07 The suction impeller blades shall have a gently serrated tip to lower the operating noise level. YES___ NO___
- 12.08 The suction impeller shall be secured to the drive shaft via a taper locking hub YES___ NO___

- to provide a better-fit and easy removal.
- 12.09 The taper locking hub shall have a safety ring to protect it from direct impact of foreign material. YES___ NO___
- 12.10 The suction impeller shall be both statically and dynamically balanced. YES___ NO___
- 12.11 The suction impeller shall be stress relieved via Bonal stress relief technology. YES___ NO___
This will ensure the safest and most durable impeller. A copy of the Bonal stress report shall be supplied with the new unit

13.0 Blower Housing:

Deviations

- 13.01 The blower housing shall be located at the side of the trailer and bolted in place. YES___ NO___
- 13.02 The outer scroll of the blower housing is constructed out of 10-gauge steel. YES___ NO___
- 13.03 The front and back plates of the blower housing are constructed out of 7-gauge steel. YES___ NO___
- 13.04 The interior of the housing is equipped with a two-piece slip in liner constructed out of 1/4" thick abrasion resistant steel that requires no bolts. YES___ NO___
- 13.05 An additional bolt in 1/4" thick liner shall be provided to protect the housing from material that gets carried over before it exits the housing, no exception. YES___ NO___
- 13.06 A barrel style suction inlet shall be located on the curbside of the unit. YES___ NO___
- 13.07 The barrel style inlet shall provide a travel/working position for suction hose. YES___ NO___
- 13.08 Two 1" diameter flange bearings will allow the barrel to pivot; swivel inlets without bearings are not acceptable. YES___ NO___
- 13.09 The pivot point of the barrel inlet shall be is the same line as the bearings that support the suction hose boom for optimum performance. YES___ NO___
- 13.10 The barrel inlet shall lock into a travel position as well as a working position; swivel inlets that do not lock into position will not be accepted. YES___ NO___
- 13.11 A spring loaded locking handle shall be located on the bottom side of the barrel inlet to release the swivel and automatically lock it into either the travel or work position. YES___ NO___
- 13.12 An inspection/clean out door is provided with a safety kill switch that shuts the engine down when opened or improperly closed. YES___ NO___
- 13.13 The inspection/clean out door shall be side hinged and require no more than two (2) nuts to be removed to open. YES___ NO___
- 13.14 The bottom of the blower housing shall have a drain to help prevent water from accumulating when not in use. YES___ NO___

14.0 Intake Hose:

Deviations

- 14.01 The intake hose shall be 16" diameter x 120" long of heavy-duty wire reinforced flexible rubber hose with a wall thickness of 3/8". YES___ NO___
- 14.02 Intake hose shall be suspended from the hydraulic boom arm by an adjustable chain, for operator's safety, use of springs will not be acceptable. YES___ NO___
- 14.03 The hose support tube shall connect to a metal hose support band wrapped around the hose for a secure and safe connection. The use of rubber or belting materials to support the weight of the intake hose is not acceptable. YES___ NO___
- 14.04 The intake hose is equipped with a 16" nozzle with a handle that is constructed out of 12-gauge steel. YES___ NO___
- 14.05 The suction nozzle shall have wear strips welded to the bottom to prevent the nozzle from being sucked to the ground surface. YES___ NO___
- 14.06 The suction hose shall be secured to the barrel swivel inlet via an over-center clamp; hoses that are bolted to the swivel inlet are not acceptable. YES___ NO___
- 14.07 The hose shall be capable of pivoting forward and lock to the unit for YES___ NO___

- transport without having to remove the hose.
- 14.08 The hose shall lock to the trailer tongue by a heavy-duty half-moon shaped clamp constructed out of 1/2" thick steel. YES___ NO___
- 14.09 The hose clamp shall incorporate an adjustable spring loaded over center latch to properly secure the hose for transport. YES___ NO___
- 14.10 Two safety chains with spring lock hooks shall also be supplied to secure the hose to the trailer tongue. YES___ NO___

15.0 Exhaust Duct:

Deviations

- 15.01 A rectangular extension of the blower housing shall couple to the bottom side of the box that extends over the engine and blower housing. YES___ NO___
- 15.02 There shall be 1.5" thick closed cell rubber gasket to insure a proper seal between and the blower housing and the box. YES___ NO___
- 15.03 The rubber gasket shall be mounted to a transition piece that is easily adjusted to maintain a proper seal. YES___ NO___
- 15.04 Exhaust ducts or transition pieces that are permanently welded with no adjustments are not acceptable. YES___ NO___

16.0 Hydraulic Boom:

Deviations

- 16.01 The intake hose raises and lowers via an electric (DC) operated hydraulic pump and motor with controls located on the intake hose nozzle. YES___ NO___
- 16.02 The hydraulic boom allows the operator to position the intake hose with little effort. YES___ NO___
- 16.03 The pivot point of the boom shall include a bushing and grease fitting for proper lubrication. YES___ NO___
- 16.04 The boom shall raise and lower by a hydraulic cylinder with a minimum 1-1/2" diameter piston with a minimum stroke length of 12". YES___ NO___
- 16.05 A flow control valve shall be provided so that the downward speed of the boom is adjustable. YES___ NO___
- 16.06 The hydraulic boom shall pivot into a working and travel position on two heavy-duty two-bolt flange bearings and a 1.5" diameter shaft assembly. YES___ NO___
- 16.07 The hydraulic boom assembly shall be mounted directly over the center of the suction hose so that it can work freely to the front or rear of the unit. Side mounted booms will not be acceptable. YES___ NO___
- 16.08 The electric hydraulic pump to power the hose boom shall be conveniently located on the backside of the suction blower housing with a protective cover. YES___ NO___
- 16.09 The hydraulic boom shall be straight for maximum strength, booms with kinks or bends will not be acceptable. YES___ NO___
- 16.10 The boom assembly shall be mounted to a two level pedestal base system that has a minimum thickness of 1/4". YES___ NO___
- 16.11 Both the upper and lower pedestal bases shall extend to the outer edges of the blower housing cover face for maximum strength. YES___ NO___
- 16.12 The lower bearing support pedestal shall have a 1" square tube that connects to the cover plate of the blower housing. YES___ NO___
- 16.13 A quick disconnect coupler shall be used on the end of the hydraulic hose. YES___ NO___
- 16.14 The controls to raise and lower the hydraulic boom are of marine grade quality soft touch and are 100% waterproof. Units that have control boxes with o-ring seals are not acceptable. YES___ NO___
- 16.15 The boom electric wiring harness shall incorporate CPC screw type connectors; the use of trailer type connectors is not acceptable. YES___ NO___
- 16.16 Boom controls shall be located on the suction nozzle handle and can be positioned to match individual operator's comfort. YES___ NO___
- 16.17 The electric hydraulic pump to power the hose boom shall be conveniently located on the back of the blower housing. YES___ NO___

17.0 Paint:

Deviations

- | | | | |
|-------|---|--------|-------|
| 17.01 | Automotive style paint equal to Sikken, Imron or better shall be provided. | YES___ | NO___ |
| 17.02 | Due to the corrosive nature of moisture associated with leaf collection, all components must be painted prior to assembly. No exceptions. | YES___ | NO___ |
| 17.03 | Units that have latches, bolts, nuts, wires, cables, bearings, filters or grease fittings painted will not be accepted. | YES___ | NO___ |
| 17.04 | The unit's engine shall be left the original color so that no wires or labels are painted over. No exceptions to this requirement. | YES___ | NO___ |
| 17.05 | The entire unit must be painted with a finish coat including under the trailer decking and engine compartment. | YES___ | NO___ |
| 17.06 | All hardware shall be cadmium plated and left unpainted. | YES___ | NO___ |
| 17.07 | Each component shall be properly prepared, primed with an acid etching primer, and then painted white. | YES___ | NO___ |
| 17.08 | The box shall be equipped with a special blue stripe per the directions of the Township. | YES___ | NO___ |
| 17.09 | The trailer frame, tongue and underside of the container box shall be painted black, no exceptions. | YES___ | NO___ |

18.0 Warranty and Manuals:

Deviations

- | | | | |
|-------|--|--------|-------|
| 18.01 | The entire unit shall carry a one-year warranty for parts and labor against manufacturing defects and materials. | YES___ | NO___ |
| 18.02 | The diesel engine and the Auto PTO clutch shall have a minimum two-year warranty. | YES___ | NO___ |
| 18.03 | An unconditional 30-day guarantee shall be submitted on the bidder's letterhead stating, "if the end user is not pleased or satisfied in the quality and performance of the proposed equipment within 30 days after delivery, a full refund including freight will be furnished to the customer." No exceptions to this requirement. | YES___ | NO___ |
| 18.04 | Delivery shall be included in the cost of the unit. | YES___ | NO___ |
| 18.05 | Training videotape shall be provided showing maintenance and operating procedures, no exceptions. | YES___ | NO___ |
| 18.06 | Complete parts, operating and service manuals for both the unit and the engine shall be supplied on cd-rom, no exceptions. | YES___ | NO___ |
| 18.07 | The bidder authorizes the end customer to purchase replacement parts and service directly from the manufacture in order to eliminate middleman marked up prices. No exceptions to this requirement. | YES___ | NO___ |

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 _____, 2

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

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

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

(Check Appropriate Statements(s))

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

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

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

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

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

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

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

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

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

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

Notary Public of

My Commission Expires _____

(Seal)

Signature

(Type or Print Name)

CONSTRUCTION CONTRACT

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

- 1) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
- 2) The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
- 3) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time-to-time.
- 5) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provision 1, 2 and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

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

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

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

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

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

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

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

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

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

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)	_____	_____
_____ (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.