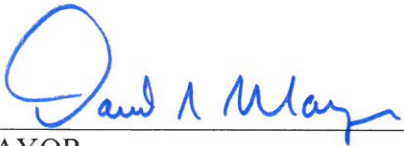


SPECIFICATIONS FOR THE PURCHASE OF
20 YARD REAR LOAD REFUSE TRUCK
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN



MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: April 6, 2016 @ 10:15 a.m.

SPECIFICATIONS # P.W.: 16 - 05

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

20 YARD REAR LOAD REFUSE TRUCK

BID SPECIFICATION NUMBER: PW: 16-05

will be received no later than 10:15 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:

20 YARD REAR LOAD REFUSE TRUCK

DO NOT OPEN UNTIL: April 6, 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 rear loader chassis

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 Township 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.

Specifications Deviations or Substitution:

CHASIS CAB SPECIFICATIONS – International Model #7400 SBA-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.....219" Inches
Cab-To-Axle..... 152" Inches approx
Front axle to be setback 32" for better turning in tight areas and even weight distribution

Note: The City reserves the right to determine final cab-to-axle dimension at issuance of Purchase Order.

GVWR.....40,000 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.....80" 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 9.0 SCR liter Six (6) cylinder 300 peak HP 860 lb/ft @1300 RPM fully electronic, in-line turbocharged, air to air intercooler, wet sleeve, electronically controlled unit injectors.
- Engine to be 9.3 liter minimum
- 300 peak HP (minimum), 860 lb/ft torque @ 1300 RPM (minimum)
- Block heater Phillips with extended life coated oil pan (metal/plastic/metal) 120 volt/1250 watt with "Y" cord from socket with provisions in oil pan for dealer installed 120 volt/150 watt oil pan heater.
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 1228 square inch radiator and 678 Sqin charged air cooler and a 342 sq in low temperature radiator.
- Silicone heater hoses with heat shrink clamps to prevent cold coolant leaks (**NO EXCEPTIONS**)

- Fan Drive Horton Drivemaster “two speed” direct drive with residual torque device for disengaged fan speed with nylon fan blades (or and approved equivalent)
- Air cleaner, single element with integral snow separation module and dash mounted restriction indicator Donaldson (or and approved equivalent)
- Filters – primary fuel, oil
- Heated fuel/water separator thermostatic fuel temperature controlled electric heater includes standard equipment 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
- Jump Start terminal-remote mounted with clear access(vehicles requiring the removal of the battery box cover or connection to jumper cables directly to battery studs will not be considered.
- Radio AM/FM weather band
- Batteries – (3) 12 volt, 2100 CCA (minimum) Delphi W1150D(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 – 165 amp (minimum) Delco Remy 36SI 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, (2) Top of Fender
(Amber front/rear)

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
- 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 vertical tail pipe includes tail pipe guard 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 – 10.125” inches x 3.580” inches x .312” inches 120,000 PSI
- Reinforcement-total dimensions with reinforcement 10.813” inches x 3.892” inches x .312 inches, 120,000 PSI. Reinforcement must be full “C” channel reinforcement, one piece, extending the entire length of the main frame rail
- Front tow hooks
- 31.72 section modulus (minimum) – 3,806,400 RBM’s (minimum)
- 2 rear 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:

- 70 gallon capacity, non polished aluminum mounted on the left side under the cab door, (minimum). **NOTE: A minimum of two (2) self-cleaning steps shall be provided on both sides of the cab, with the lower step not exceeding twenty (20”) inches from the ground.**
- DEF tank to be mounted under driver door. Tank to be 7 us gallons.

Transmission:

- Automatic – 6-speed Allison Model 3500 RDS-P (or an approved equivalent)
- PTO Provisions (**NO EXCEPTIONS**)
- Input/Output electrical connection provisions must be provided for dump and salt spreading applications
- Synthetic Lube – Transynd (or an approved equivalent)
- Transmission Oil Temperature Gauge, dash mounted
- Transmission Oil Level Sensor, with readout at shift selector
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control, Push Button Type – dash mounted (**NO EXCEPTIONS**)

Front Axle and Related Equipment:

- 16,000 lbs. capacity Meritor MFS 16-143A (or an approve equivalent)
- Wide Track, 71.5” king pin center. . 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:

- 26,000 lbs. capacity – Meritor RS-26-185 single reduction standard track 26,000 lb capacity with “R” wheel ends and driver controlled locking differential

- Ratio – vehicle shall be geared to obtain a speed of approximately 70 MPH and shall be programmed not to exceed 65 MPH.
- Magnetic Oil Drain Plug
- Wheel Seals
- Synthetic Lubrication, factory installed

Suspension, Front:

- 16,000 lbs. capacity, Parabolic springs with shock absorber.
- Aux rubber springs need to be supplied on each side

Suspension, Rear:

- Rear suspension to be single vari-rate 31,000 lb capacity includes 4500 lb multi leaf auxiliary springs with .(or an approved equivalent)
Rear to have shock absorbers

Drive Shaft:

- Heavy duty
-

Brake System and Related Equipment:

- Anti-Lock Brake System – Four channel control full vehicle control system and automatic traction control(**NO EXCEPTIONS**)
- Air Brakes – Front, Cam Type 16.5” Inches x 6” Inches
Rear, Cam Type 16.5” Inches x 7” Inches
Compressor – 13.2 CFM, Gear Driven, with air supply piped from air cleaner
Automatic Slack Adjusters, front & rear
- Brake Lines – all color coded nylon
- Rear brake shoes to be cast
- Supply tractor Package with glad hands
- Brake chambers on rear rear axle to located inside rear tire envelope to meet all asphalt spreader/paver clearance requirements
- Manual Drain Cocks
- Dual Air Pressure Gauges
- Low Air Pressure Warning Light and Alarm
- Air Activated, Spring Loaded Parking Brake, with dash mounted control
- Air Dryer, Heated, Bendix AD-IP(or an approved equivalent)
- Drain valve bendix DV-2 with heater for wet air tank

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, and stationary grille. Fenders are to be replaceable, independently of hood.
- Cab Air Ride Suspension with shock absorber
-

- Grille Assembly – bright finished and stationary
- Radiator Stone Guard – aluminum mesh type, stone guard mounted between grille and radiator
- Horn – both dual electric and air horn shall be provided. Horn activation shall be located on the steering wheel for both. **NOTE: The air horn shall be mounted under the hood – cab roof mounting is not acceptable**
- Glass – all cab glass shall be tinted. Vent windows shall be provided, and must pivot open.
- Interior grab handles to be safety yellow.
- Body Builder Pass Through – a knockout opening shall be provided in the cab floor for the body builder
- 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. 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 with weather band
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)
- Gauges – air pressure (2), oil pressure, voltmeter, engine coolant temperature, fuel, hour meter, tachometer, transmission oil temperature, odometer, trip hours, trip miles.
- Warning Lights and Alarms – Low air pressure, 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 (or an approved equivalent) vinyl high back with integral headrest fully adjustable and with air operated lumbar support. Passenger two man, vinyl, high back with integral headrest and under seat storage.
- Windshield to be heated in glass.
- 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
- Sun visor exterior with integrated marker lights.
- 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 – 315/80R22.5 Tubeless type, Radial Load, Range L (20 Ply), Highway Tread (or an approved equivalent), Disc, 9.0” inches x 22.5” inches power coat “White” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 11R22.5 Tubeless type, Radial Load, Range H (16 Ply), Mud and Snow (or an approved equivalent), Disc, 8.25” inches x 22.5” 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

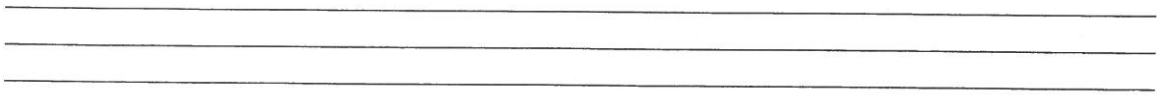
EXCEPTIONS:

Warranties:

All units delivered must be guaranteed to be free from defects in materials, design and workmanship for 2 years or 200,000 miles from date of final delivery excluding normal wear items. Engine to have 84 months or 100,000 miles or 3600 engine hours to include engine, engine electronics and injectors (Warranty to include cab structure perforation and corrosion) 100% parts and labor. Frame rail are to have a 7 year warranty (warranty to cover frame rails cross members and brackets) 100% parts and labor. **NO**

EXCEPTIONS.

EXCEPTIONS:



20 YARD REAR-LOAD REFUSE BODY SPECIFICATIONS

Model LM LEGACY SHORT OR EQUAL

It is the intention of these specifications to describe the minimum requirements for a rearloading design refuse collection truck body. The body shall be capable of compacting and transporting refuse to a landfill or transfer station, and dispensing the load by means of hydraulically ejecting the load from the body. The manufacturer shall have produced rearloading refuse equipment for a period of at least ten years.

The bidder shall represent by his bid that all equipment bid is new and unused. And Mounted at authorized dealer or Factory mounted

It is required that the unit bid shall be completely assembled, painted and ready for immediate operation.

Features which are regularly furnished as standard with this unit shall be supplied by the successful bidder. The body shall conform in strength, quality of material, and workmanship to that provided by the best manufacturing and engineering practices of the industry. Assemblies, sub assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid.

The equipment furnished shall conform to the latest version of A.N.S.I. Safety Standard Z245.1 for refuse collection equipment. The unit shall also conform to Federal Motor Vehicle Standard FMVSS-108 lighting standards for truck mounted bodies.

Bidder shall complete every space in the specification with a "Yes" to indicate if the item bid is exactly as specified. If not, the "No" column must be checked and a detailed description of the deviation from the specification must be supplied, using a separate page if necessary.

Omission of a detailed description or specification of any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material of first quality and correct type, size, and design are to be used.

Warranty Body Structure two years and electrical one year parts and labor/ Packing cylinders and tailgate three years / One year ejection cylinder

Yes/No Offered

CAPACITY

- | | |
|---------------------------|---|
| <p>_____</p> <p>_____</p> | <p>1. The minimum capacity of the body shall be 20 cubic yards exclusive of the hopper.</p> |
| <p>_____</p> <p>_____</p> | <p>2. The minimum capacity of the hopper shall be 3 cubic yards without the</p> |

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

use of a hopper loading sill extension.

3. The body shall be designed to allow high density compaction of 850 lbs. per cubic yard of typical household refuse.

Yes/No Offered

BODY DIMENSIONS

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

1. The maximum overall width shall be 96 inches.
2. The maximum overall length shall be: 247 inches.
3. The maximum height above the chassis frame shall be 95 1/2" inches.
4. The inside width of the body shall be 90 inches at the widest point.
5. The inside height of the body shall be 82 1/2" inches at the highest point above topside of floor panels.
6. The minimum weight of the body and the tailgate (less special options) 12,300 lbs.

Yes/No Offered

BODY CONSTRUCTION

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

1. The body shall have a smooth floor without a trough. No cylinders, valves or other hydraulic components shall be exposed to refuse packed into the body.
2. The body floor, sides and roof shall be designed and constructed to withstand maximum imposed of residential refuse without structural damage or excessive wear.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
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3. The body sides shall be fabricated from 8 gauge hi-tensile steel and be of a curved one piece design.
4. The body roof shall be fabricated from 10 gauge hi-tensile steel and shall be of a curved design.
5. A 26" x 32" body side door shall be located on the drivers side. The door shall be held shut by a spring loaded latch.
6. The body floor shall be fabricated from 7 gauge hi-tensile steel full width of the body with no depression or trough to accommodate the ejector cylinder.
7. The body longitudinal shall be 10" tall fabricated from 3/16" hi-tensile steel.
8. The floor cross members shall be tapered from the long sill outboard to the body side sheet.
9. The floor cross members shall be fabricated from 7 gauge hi-tensile steel.

Yes/No Offered

TAILGATE DIMENSIONS

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1. The hopper opening shall be 80" wide and 54" high to permit unobstructed loading of the tailgate hopper.
2. The top of the loading sill shall be 2 1/2 inches below the top of chassis frame to facilitate easy loading.
3. The overall height above the chassis frame with tailgate raised

4. The length of the tailgate shall be 81".

1. The lower tailgate sides shall be fabricated from 3/16" 150,000 P.S.I. T-1 alloy. Upper sides shall be fabricated from 10 gauge hi-tensile steel.

2. The hopper floor and chute shall be fabricated from 3/16" 150,000PSI T-1 alloy plate.

3. The tailgate sides shall be reinforced with hi-tensile steel channels interlaced and fully welded to the side sheets.

4. The hopper and chute floor shall be reinforced with hi-tensile steel channels.

5. The tailgate shall be secured to the body with turnbuckles in base product.

6. The tailgate seal (w/ buckles) extends a minimum 50 inches up the body side.

7. Two grab handles shall be located on each side of the tailgate.

8. The rear steps shall be fabricated from open grip strut material with a minimum standing surface of 276 square inches per step. The steps shall comply with A.N.S.I. standards. Steps shall be of a bolt on design.

9. The hopper loading sill shall be constructed of 3" x 4" x 1/4" wall structural tubing and have 1/4" reinforcing

PACKING MECHANISM

[illegible]

1. The packing cycle shall be controlled by a two lever control system that allows the operator to start, stop and reverse the direction of any function at any point during the packing cycle.
2. The tailgate control valve shall be centerline-located under the top covers.
3. The packing blade assembly shall consist of two primary components: the slide blade and the sweep blade.
 - A. The packing blade assemblies shall be mounted on four wear shoe assemblies that travel on hard T-1 steel weartracks. The shoe assemblies shall be replaceable without removing the packing blade assembly from the tailgate. The sweep blade and the slide blade shall be attached by two 2 7/16" DIA. Alloy steel pins. These pins shall also support the (2) lower wear block assemblies.
 - B. The slide blade's panel shall be constructed from 3/16" hi-tensile steel plate with heavy reinforcers
 - C. The sweep blade shall be mounted to and pivot on the slide blade. The sweep blade face should be fabricated from 3/16" T-1 steel plate, with heavy reinforcements.
4. Packing Blade assembly shall ride on four UHMW shoe assemblies. Rollers are unacceptable.
5. The blades shall operate without the use of linkage or link arms.

6. The packing blades shall be powered by two 4 1/2" Bore x 2" Rod x 21 1/2 stroke "sweep" cylinders and two (2) 4 1/2" Bore x 2 1/2" Rod x 32 1/2" stroke "slider/pack" cylinders.

7. The slide and sweep cylinders shall have hardened chrome plated rods and must be of cushioned design, to reduce hydraulic shocks, noise, and impact related stresses.

8. The packing blades shall operate in a 25-26 second cycle time with a 6 second reload time.

9. The sweep blade shall stop above the hopper sill before the sill-to-blade pinch-point occurs (auto cycle interrupt)

10. Material in the hopper shall be compacted between the packing panel assembly and the ejector panel. The ejector panel shall hold pressure against the compacted material and must automatically “drift” forward by a hydraulic load control valve without operator assistance.

Yes/No Offered

1. The load shall be ejected by a double acting, telescopic hydraulic cylinder that shall extend and retract the ejector panel the full length of the body without the use of clamp bars or related hardware.

2. The ejector cylinder shall have a 6 1/2" Bore. One year warranty

3. The ejector panel shall have an 10 gauge hi-tensile steel face sheet that is reinforced by structural steel tubing and formed channels of high tensile steel.

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4. The ejector panel shall be mounted on 6 high-density polyethylene wear shoes that shall be replaceable without removing the ejector panel from the body. Metallic type shoes are unacceptable.

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5. The ejector panel shall be guided in the body by two guide tracks located on the body side 6" above the body floor. The tracks shall be 6" deep, fabricated from 1/4" hi-tensile steel and full welded to the body sides.

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6. The ejector cylinder shall be mounted horizontally to the body floor and not require a trough or depression in the floor.

Yes/No Offered

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CONTROLS

1. The ejector and tailgate lift controls shall be mounted at the left front of the body.
2. Ejector and tailgate controls shall be mounted directly to the valve spool.
3. A throttle advance switch shall be located convenient to the ejector and tailgate lift controls.
4. The compaction controls shall be located at the right rear of the tailgate. The color-coded 2 lever design shall have positive control of movement of the packing mechanism at all times. The tailgate controls shall comply with the applicable A.N.S.I. regulations.

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5. An automatic throttle advance device shall be incorporated with the compaction blades' controls.

Yes/No Offered

HYDRAULIC SYSTEM

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1. A heavy duty cast iron gear pump with a rated capacity of 33 G.P.M. at 1400 diesel R.P.M. shall be driven by a hot shift with marriage pump and over speed protection

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2. For extended life of all hydraulic components, the maximum operating pressure shall not exceed 3200 psi.

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3. The hydraulic system shall incorporate a "adjustable", full-range "main relief" in the body valve.

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4. Hydraulic hoses and tubes shall be secured by clamps as required to prevent damage from abrasion and vibration. Hydraulic hoses and tubes shall use S.A.E. O-ring boss and JIC 37 degree flare ends for zero leaks.

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5. Hydraulic hoses shall comply with the applicable S.A.E. standards for the designed specifications.

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6. Hydraulic hoses are to have a 4:1 burst to working pressure safety factor.

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7. The hydraulic oil reservoir shall have a minimum capacity of 30 gallons. The reservoir shall be equipped with filler/breather cap, sight glass, clean out cover, 100 mesh suction filter, magnetic tank drain plug and gate valve at the suction outlet. The hydraulic

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Yes/No Offered

HYDRAULIC CYLINDERS

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5. All compaction cylinders shall have cast iron glands and pistons and be equipped with double wear bearings and premium seals. Aluminum glands and pistons are not acceptable.

6. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers. One year warranty

7. All cylinders are to operate without direct contact with the compacted load.

Yes/No Offered

ELECTRICAL

1. All electrical wiring shall be color coded and be in a braided harness or loom.

2. Electrical harnesses shall be "segmented" and inter-connected with sealed "aircraft type" electrical connectors (deutsch).

3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist deterioration.

4. Electrical wires shall have "function" printed on the wire for easy identification.

5. Body electrical system shall be protected with its own fuse block.

6. All fuses shall be ATO type.

7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.

8. All lighting shall comply with F.M.V.S.S. #108, with an additional

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set of two stop, tail and turn lights mounted above the hopper on a light bar. Dual hopper work lights

9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitized sealed quick change prong connections.

10. A 112 Db backup alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is not closed. Rear mounted camera

11. Rear and front mounted strobes

Yes/No Offered

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PAINTING

1. All burrs and rough areas are to be ground smooth and all welds peened to remove slag.

2. Prior to application of any coating, all surfaces shall be thoroughly cleaned and conditioned to paint manufacturer's specifications.

3. The body shall then be coated with two (2) coats of a self etching epoxy primer.

4. Two finish coats of polyurethane enamel shall be applied to produce a high gloss finish. Blue paint

5. Body floor shall be undercoated with an automotive grade petroleum based undercoating for a durable, corrosion resistant finish.

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](http://www.state.nj/treasury/contract%20compliance))**

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 _____, 20____

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

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

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

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

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

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

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

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

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

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

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

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

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

Signature

Notary Public

(Name & Title Type or Print)

My Commission Expires)_____20_____

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

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

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

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

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