

SPECIFICATIONS FOR
25 YARD REAR LOAD PACKER BODY
INSTALLED ON EXISTING PETERBUILT CHASSIS
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN

MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: *December 3, 2014 @ 10:00 A.M.*

SPECIFICATIONS # P.W.: 14-12

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

25 YARD REAR LOAD PACKER BODY INSTALLED ON EXISTING PETERBUILT CHASSIS

BID SPECIFICATION NUMBER: PW: 14-12

will be received no later than 10:00 am prevailing time on Wednesday, December 3, 2014 at the Municipal Building, Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council, PO Box 8, Blackwood, New Jersey, 08012 and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

25 YARD REAR LOAD PACKER BODY INSTALLED ON EXISTING PETERBUILT CHASSIS

DO NOT OPEN UNTIL: December 3, 2014 @ 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
Township Clerk

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

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

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

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

Date: _____

Council:

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

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

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

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

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(Seal)

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

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

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

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

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

PRESENTATION OF BIDS

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

WITHDRAWALS

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

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

FORM OF CONTRACT

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

BID BOND

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

SURETY BOND

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

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

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

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

CONSENT OF SURETY

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

TO: _____
(Owner)

RE: _____
(Contractor)

(Project Description)

This is to certify that the

(Surety Company)

will provide to _____ a performance bond
(Owner)

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

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

SPECIFICATIONS

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

INTERPRETATIONS OF SPECIFICATIONS

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

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

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

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

EXTRA WORK

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

ADDITIONS OR DEDUCTIONS

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

PROTECTION BY CONTRACTOR

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

GENERAL CLAUSE

PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

PAYMENTS

Payments shall be made to the contractor within sixty(60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

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

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

NEW JERSEY PREVAILING WAGE ACT

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

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

DOMESTIC PRODUCTS

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

PUBLIC DISCLOSURE

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

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

**BID SPECIFICATIONS FOR LEACH 2RIII OR EQUAL
25 CUBIC YARD HIGH COMPACTION REAR LOADING BODY**

PART 1 - GENERAL

It is the intent of these specifications to describe the minimum requirements for a refuse collection body of the rear loading design. The capacity of the refuse body shall be 25 cubic yards, exclusive of tailgate. The successful bidder will dismount MUA existing 30 yd split body packer and mount new rear load refuse body.

The refuse body described shall meet the minimum specifications that follow. All bidders shall attach a statement that the unit offered meets exactly, or exceeds, these specifications, or list any exceptions fully and accurately.

The successful bidder shall supply features, which are regularly furnished as standard with this unit. The body shall conform in strength, quality of material and workmanship to that provided by the best manufacturing and engineering practices of the industry.

The bidder shall represent by his bid that all equipment bid is new and unused.

It is required that the unit, as specified herein, shall be completely assembled, painted, and ready for operation.

PART 2 - PRODUCTS

2.1 General Description

Refuse body to be a minimum 25 cubic yards capacity, exclusive of the hopper.

Packer body capable of packing 1,000 pounds per cubic yard based on average household refuse.

Packer body must meet all applicable ANSI Z-245.1 safety standards.

Packer body shall be Leach Model 2RIII or approved equal.

2.2 Body Construction

The roof and side sheets are to be one piece, 11ga 80,000-PSI minimum yield strength steel throughout with no seams.

Roof and sides are to be joined together by a one-piece formed corner; 1/4" 50,000 PSI minimum yield strength steel.

Body sides and roof must be curved design.

Body must incorporate a longitudinal center floor-trough running the entire body length. The floor trough is to be constructed of a minimum 5/16", 50,000-PSI yield strength steel. Flat floors not utilizing a floor-trough will not be considered.

The floor sheets shall have a thickness of 1/4" and be made out of 50,000-PSI minimum yield strength steel. The floor sheets are to have a formed flange, minimum 3" tall, that ties into side sheet.

The floor support braces to be constructed of 1/2" x 6" steel bar 36,000 PSI yield strength, and must run from the center floor trough outward.

A poly side access door located at the left front corner of the body, at floor level, is to be provided. Opening is to be a min. 30" X 32.5" and must slide rearward. Door to incorporate latch and locking mechanisms.

Removable side cover that runs the entire length of body is provided to protect the hydraulic lines.

2.3 Body Diminsions

The inside height from bottom of floor-trough to center of roof sheet is to be no less than 90-7/8".

The overall height of body above the chassis frame is not to exceed 93-1/2" (no mounting sills)

The maximum inside width is to be no less than 90".

The outside width is to be no more than 96".

2.4 Ejection System

Unloading by full ejection method only. Dumping or rising of the body is not acceptable.

The ejection cylinder shall be telescopic consisting of multiple stages. A variable (adjustable) externally piloted resistance valve, which controls packing density and cylinder retraction, must be incorporated in the ejector panel/tailgate lift, two spool valve assembly. No portion of the ejection forces shall be directed toward the body floor (downward).

The telescopic ejection system hydraulic cylinder must angle upward from its front mounting location to avoid forces being directed into the floor. Telescopic ejection cylinders mounted downward or horizontally are not acceptable. The case end of the cylinder must be attached to the ejection panel with full style bearing housings for easy removal and be secured approximately half way up the panel to counter the tipping forces applied to the ejection panel by the tailgate packing mechanism.

The ejector panel face sheet is to be minimum 3/16" thick, 50,000-PSI steel. The panel must withstand the packing mechanism forces and the ejection of highly compacted refuse.

The ejector panel is to travel the full length of the body and be equal in area to the cross section area of the body.

The ejector panel must be designed to act as a bulkhead against which refuse is compressed and incorporate a "diamond-shaped deflector structure" which enhances compaction by directing material entering from the packing mechanism toward the upper corners of the body.

The ejector panel shall travel on four 10-1/2" long poly shoes on the lower panel guide and four 9-7/8" long poly shoes on the upper panel guide. These guide shoes must be replaceable without removing the ejection panel from body.

At no time may any portion of the ejector panel, when in its rearmost position, extend beyond the plane of the rear body opening.

2.5 Tailgate

The tailgate is to be top hinged to the body at the roofline utilizing cast steel hinges. It is to be raised for load ejection by two, 4" bore, single acting "RAM style" cylinders mounted on the outside of the tailgate. Cylinders shall contain a restricting mechanism to prevent rapid descent of the tailgate and be manufactured with chrome-plated rods for added durability.

The tailgate is held in the closed position by two double lead thread screw clamps, one on each side of the tailgate.

Two tailgate props (one each side) externally mounted shall be furnished. Tailgate to be open in the propped position a minimum of 24".

An extruded rubber gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate. Sealing must be effective up to a minimum of 49".

Bolt-on riding steps are to be provided on each side of the tailgate, and 1" min. diameter grab handles will be located in a convenient place for rider safety. The steps must be made of grip-strut open grate material and allow for a 4" vertical adjustment. Step must comply with ANSI standards.

The tailgate shall be equipped with a "tailgate ajar" switch with an indicator light in the cab. The purpose of this light is to indicate to the driver that the tailgate is not completely closed. The "tailgate ajar" switch with light must comply with ANSI safety standards.

Tailgate top sheets are to be two-piece poly (for ease of removal no tools required) and secured by quick release type fasteners.

The tailgate-loading sill must be 5" below the chassis frame after mounting.

2.6 Hopper

Hopper floor is to be 1/2" 175,000 PSI minimum yield strength steel. (Hardox 450 steel)

The hopper sides to be 1/4" 50,000 PSI minimum yield strength steel.(Hardox 450 steel)

Inside hopper width is to be a minimum of 80".

The hopper opening is to be a minimum of 80" wide x 56" high.

The hopper capacity is to be a minimum of 3.5 cubic yards.

The total cycle time is not to exceed 24 seconds.

Hopper bottom to incorporate a minimum of three (3) external longitudinal flat bar reinforcing members. Each bar to be 1/2" thick and 4" wide.

2.7 Packing Mechanism

The packer faceplate is to be a minimum of 1/4" 80,000 PSI yield strength steel.

The carrier faceplate is to be a minimum of 3/16" 50,000 PSI yield strength steel.

Minimum two (2) double acting, single stage, induction hardened, cushioned, 5.5" bore, packer plate cylinders.

Minimum two (2) double acting, single stage, induction hardened, cushioned, 5.5" bore, packer plate cylinders.

The packer and carrier plate cylinders must be mounted inside the tailgate and all four cylinders must be interchangeable with each other.

The packing plate is to compact material into the body against the ejector panel and not into the forward portion of the hopper itself. Pre-crushing of material in the hopper is not acceptable.

The upper carrier plate is to utilize rollers vs. slides for easy movement. Rollers are to be 5" diameter made from forged 4150 steel induction hardened to 57-60 "Rockwell C" and have grease fittings accessible from external roller access openings.

When the packing mechanism reaches the interrupt position, the packer plate must stop approximately 16" above the loading sill to avoid a pinching action. The packing control handles must then be reactivated to complete the cycle. The packing control handles must be able to stop or reverse the packing mechanism at any position in the cycle.

The packing plate shall be protected from overload by an independent packer (load edge stress sensing) circuit relief valve located at the operating valve.

2.8 Hydraulic System

The hydraulic pump is to be a spur gear type with wear compensating side plates using hydraulic pressure to keep them properly tensioned and positioned to maintain a consistent fluid flow rate. Pump to be driven through a transmission mounted hot shift PTO./marriage

pump with over speed protection.

The capacity of the pump must not be rated at less than 42 gallons per minute at 1200 rpm.

A factory sealed relief valve is to be set at a maximum of 2300 PSI.

There shall be an internally mounted 141-micron (100 mesh) suction strainer with built-in by-pass.

A 10 micron filter with a visual indicator to show when the filter is in a bypass mode must be supplied.

The hydraulic oil reservoir to be located on the curbside, mounted on the body floor, and have an oil sight gauge located for easy viewing.

The hydraulic oil reservoir to have a combination filler/breather cap with 10-micron air filtration.

The hydraulic oil reservoir shall supply adequate capacity to run all functions on the vehicle at a 15% grade.

The hydraulic system shall contain the following cylinders:

- A. All cylinders to operate without direct contact with collected refuse.
- B. All cylinder rods must be chrome plated to increase durability.
- C. Two packer plate and two carrier plate cylinders-5-1/2" bore, double acting, cushioned, with a stroke of 30-5/16". These four cylinders must have fully welded hydraulic fittings and must be interchangeable with each other. The cylinder rods must be induction hardened to a minimum 55 Rockwell "c" and chrome plated.
- D. Two tailgate lift cylinders - 4" bore, single acting "RAM style", with a stroke of 32-11/16". Rods to be chrome plated.
- E. Telescopic Ejection Cylinder 25 yard.

Hydraulic hose construction to be SAE approved with a burst pressure at least four times working pressure. All hydraulic connections to have o-ring face seals. No "JIC" or pipefittings in high-pressure or return lines.

All hydraulic tubing to be zinc and yellow chromate plated. Must pass 100-hour salt spray.

A manually operated control valve assembly utilizing direct mounted handles for ejection and tailgate lift is to be provided. This valve is to be located at the left front corner of the body. The valve is to incorporate the main system relief valve, which is set and sealed at a maximum pressure of 2300 PSI.

At no time shall control handles be inaccessible due to chassis components or configurations.

The packing mechanism-operating valve shall be a two-spool stack style hydraulic valve and incorporate self-contained pressure release detent end cap assemblies.

For ease of access, the valve assembly is to be located at the right hand side of the tailgate. The hydraulic valve work ports must point upward for ease of service. Also, all hydraulic lines going to the main valve must be isolated by bulkhead style connections from all moving hydraulic lines.

2.8 Controls

The manually operated controls for the packing mechanism are to be located curbside at the rear of the tailgate. An automatic throttle advance must be provided. The dual lever controls must have the capability of stopping, starting, and reversing the packing mechanism. To avoid possible damage from rubbish, the dual lever control rods must be located outside the hopper.

A push-button switch that activates a buzzer in the cab is to be provided on both sides of the tailgate to signal the driver.

The tailgate lift and ejector controls, complete with a manually operated engine speed-up switch, are to be located at the left front corner of the body.

PTO/pump controls are to be mounted inside the cab. Hot shift 271 with over speed protection.

2.9 Lighting & Electrical

Body lighting must comply with FMVSS#108 regulations and must be LED.

For maximum visibility, a light panel above the hopper must also be provided, consisting of two 4" red stop/tail lights, two 4" amber turn signal lights, three individual I.D. lights, and one license plate bracket with light. All lights to be grommet mounted except utility and license plate lights.

Wiring to be enclosed in a pre-assembled sealed harness to meet SAE spec, J22223-1-2-3.

All electrical junction locations are to be within the body structure and must be weather-proof. Meeting SAE spec. J2202. All junction locations are to be located so no overhead access is required.

All wiring to be color-coded and labeled.

A back-up alarm conforming to current ANSI standards must be provided. The alarm must also sound when the tailgate is not closed.

2.10 Painting

All metal burrs, weld residue and rough areas are to be ground off to a clean, smooth

surface.

All body surfaces to be thoroughly washed with an iron-phosphate-based steam cleaning solution.

A coat of two-part epoxy, rust-inhibiting primer is to be applied to all metal surfaces.

A high gloss two part polyurethane topcoat is to be applied. Color is to be white.

Top finish coat is to be baked on.

2.11 Mounting

Mounting is to be done by local authorized dealer.

2.12 Heavy Duty Packer Plate

Packer plate shall be designed for heavy-duty commercial use.

Packer face plate is to be 1/4", 80,000 PSI yield steel with heavy duty reinforcing channels made from 3/16" thick steel.

A formed channel 10" wide and 7-9/16" high shall run between the two packer panel cylinder towers.

Two additional formed steel channels shall run from the 10" wide channel to the packer plate cutting edge.

2.13 Accessories

Rear Rubber Mud Flaps

Dual Rear Mounted Strobes Mounted Upper Panel

Dual Hopper Work Lights

Rear Vision Flat Screen Camera

Fire Extinguisher /Flare Kit / Triangle Kit

GPS Tracking System

WARRANTY - 1 YEARS PARTS AND LABOR

END OF SECTION

GLOUCESTER TOWNSHIP

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
BASE BID			
1.	One New 25 yd High Compaction Refuse Body Mounted on Existing Twp. Chassis.		
	Lump Sum Price		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
TRADE CONSIDERATION			
2.	One 2005 Sterling with 42 yd Top Select Recycle Body.		
	Lump Sum Price		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
3.	One 2007 Peterbuilt 320 With 42 yd Top Select Recycle Body.		
	Lump Sum Price		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
4.	One 2005 30 yd Pakmor Split Body Packer Only.		
	Lump Sum Price		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____

TOTAL BASE BID (ITEM 1 ONLY)

_____ Dollars and _____ Cents

\$ _____

**TOTAL TRADE CONSIDERATION (SUM OF ITEMS 2-4) (MINIMUM
ALLOWABLE TRADE VALUE IS \$37,500.00)**

_____ Dollars and _____ Cents

\$ _____

TOTAL (BASE BID LESS TRADE CONSIDERATION)

_____ Dollars and _____ Cents

\$ _____

Base Bid and Trade Consideration must be bid.

The contract will be awarded on the lowest dollar amount bid for the Base Bid less the Trade Consideration.

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

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

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

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

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

Submitted By:

Name of Firm

Signature

Title

Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

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

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

Subscribed and Sworn to

before me on the ____ day

of _____ 20 ____

(Notary Public)

My Commission Expires:

(Seal)

GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time-to-time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

SIGNATURE

(NAME) PRINT OR TYPE

COMPANY NAME:

DATE:

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

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

in the County of _____ and State of _____ of full

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

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

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

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

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

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

Subscribed and sworn
before me this _____ day
of _____, 2

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

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

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

(Check Appropriate Statements(s))

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

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

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

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

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

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

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

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

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

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

Notary Public of

Signature

My Commission Expires _____

(Type or Print Name)

(Seal)

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

iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.

7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

C. The contractor or subcontractor agrees that nothing contained in the preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement and where required by custom or agreement, it shall send journeymen and trainees to the union for referral or to the apprenticeship program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.

D. The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

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

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

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

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

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

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

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

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

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

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

Signature

Notary Public

(Name & Title Type or Print)

My Commission Expires) _____ 20_____

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

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. §12101 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 thereto, 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 agrees 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.