

SPECIFICATIONS FOR THE PURCHASE OF
THIRTY (30) YARD NEW 2013 CATERPILLAR CT660S,
OR APPROVED EQUAL TRI AXLE TRUCK WITH PLOW
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN

MAYOR



DEPARTMENT HEAD

BUSINESS ADMINISTRATOR

SOLICITOR

BID OPENING DATE: July 19, 2012 @ 9:00 A.M.

SPECIFICATIONS # P.W.: 12-3

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

THIRTY (30) YARD NEW 2013 CATERPILLAR CT660S, OR APPROVED EQUAL TRI AXLE TRUCK WITH PLOW

BID SPECIFICATION NUMBER: PW 12-3

will be received no later than 9:15a.m. prevailing time on July 19, 2012, 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:

THIRTY (30) YARD TRI AXLE TRUCK WITH PLOW
DO NOT OPEN UNTIL: July 19, 2012 @ 9:00 a.m.

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

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

Amount in words

\$ _____

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

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

Date: _____

Council:

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

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

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

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

(Type or Print Name)

Notary public of _____

Signature

My commission expires _____

(Seal)

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

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

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

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

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

PRESENTATION OF BIDS

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

WITHDRAWALS

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

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

FORM OF CONTRACT

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

BID BOND

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

SURETY BOND

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

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

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

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

Full firm name of Bidder _____

Address _____

City, State, Zip Code _____

Phone Number _____ Fax Number _____

Signature of Bidder _____

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

**TOWNSHIP OF GLOUCESTER
BID FOR ONE NEW 2013 CATERPILLAR CT660S, OR
APPROVED EQUAL
TRI-AXLE DUMP TRUCK WITH SNOW PLOW**

COMPLIANCE
YES NO

A. GENERAL INFORMATION

The truck to be bid shall be a new 2013 Caterpillar CT660S, or approved equal Tri-Axle Dump Truck with Snow Plow. The truck shall be delivered with all standard equipment plus the options as noted in the following specifications. All truck paint colors shall be provided by the township. All exceptions to the bid shall be noted and explained in detail on the bidder's company letterhead. If no exceptions are taken the bidder shall deliver the truck exactly as specified. If exceptions are taken and no detailed explanation is given, the bid will be considered incomplete and will be rejected. All manufacturer's and model numbers mentioned are for reference to indicate what is required on the vehicle. Approved equals will be evaluated and considered.

B. CHASSIS

The base chassis shall be a Caterpillar model CT660S SBA, or approved equal 6X4 with a 54" set back axle, 211.00 wheelbase, 149.00 CA, 145.00 usable CA and 65.00 axle to frame.

The front axle shall be a Meritor MFS-20-133A non-driving wide track, I-beam type, 20,000 lb capacity.

The front suspension shall be spring, multileaf, shackle type, single stage spring, 20,000 lb. capacity.

Front shock absorbers required with 20,000 lb. capacity front axles and 20,000 lb. suspension.

There shall be two (2) frame mounted front tow hooks individually capable of a 120,000 lb. pull.

A heavy duty rear crossmember shall be located at the end of the frame.

The single frame rails shall be heat treated alloy steel 120,000 PSI Yield; 12.250" x 3.380", RBM 21.0, section modules of 2,520,000 and rated for 85,000 GVWR.

The front bumper shall be multi-piece stainless steel.

Dealer installed D.O.T. safety kit to be included.

C. BRAKE SYSTEM

The brake system shall be an air dual system for straight truck applications.

Front brakes shall be (Dana Spicer ES-165-6) Air, cam type extended service brake package 16.5" x 6" and include 24 square inch long stroke brake chambers.

Rear brakes shall be (Dana Spicer ES-165-7) Air, cam type S-Cam extended service brake package 16.5 x 7.0" and include 30/30 square inch long stroke brake chamber and spring actuated parking brake.

The brake chambers shall be spring on rear/rear axle and be located inside the rear tire envelope.

The brake chambers shall be relocated to meet the asphalt spreader/paver clearance requirements.

A Bendix AntiLock brake system shall be used with 4-channel full vehicle wheel control system and Automatic traction control.

The brake lines shall be color and size coded nylon.

A twist type drain valve shall be used.

The drain valve shall be a Bendix DV-2, automatic with heater for air tank.

The drain valve shall be mounted in the wet tank.

There shall be two (2) air pressure gauges located in the instrument cluster.

There shall be a Bendix SR-1 inversion valve and double check valve.

A yellow knob parking brake control shall be used, and shall be located on the instrument panel.

There shall be a Bendix quick release valve on the rear axle for spring

brake release. 1 for 4x2, 2 for 6x4.

Front and rear automatic slack adjusters shall be used.

Trailer connections shall be four-wheel with hand control valve and tractor protection valve.

There shall be a Meritor Wabco System Saver 1200 air dryer with heater.

The air dryer shall be located inside the left rail in back of cab.

The air tanks shall be polished aluminum with straight thread O-ring ports.

A 21.0 CFM air compressor shall be used.

The air compressor discharge line shall be ½" ID Teflon hose with stainless steel braid to air dryer.

A Jacobs engine compression brake shall be used and shall have selector and on/off switches.

D. ELECTRICAL SYSTEM

The electrical system shall be 12-volt.

The fuses shall be SAE blade-type.

The circuit breakers shall be manual-reset (main panel) SAE type III with trip indicators.

Three 12-volt, 2130 CCA batteries shall be provided.

The battery box shall be aluminum with an aluminum cover, 18" wide and allow for four battery capacity. The battery box shall be mounted on the right side back of cab.

A Bosch LH160 brush type alternator shall be used. It shall be 12 volt, 160 amp capacity, pad mounted.

An electric, key operated starter switch shall be used.

The starter motor shall be Mitsubishi electric automotive America 105P, 12 volt with soft start.

Two headlights shall be composite with Halogen projector beam.

Signal lighting shall consist of stop, turn and back-up, dual rear, combination with reflector.

Front turn signals shall include integral reflectors and side marker lights which are fender mounted.

The turn signal switch shall be self and manual cancelling with a lane change feature.

A hazard switch shall be integral with the turn signal switch.

A headlight dimmer switch shall be provided, and shall be integral with the turn signal lever.

A parking light shall be provided and shall be integral with the front turn signal and rear tail light.

Two reading lights shall be provided with individual switches, one above each door.

There shall be two cab dome lights located in the headliner, and shall have individual switches.

There shall be driver and passenger door mounted courtesy lights.

The windshield wipers shall be electric, use a single motor and be cowl mounted.

The windshield wiper switch shall be 2-speed with wash, and shall be steering column mounted.

Wiring shall be color coded and continuously numbered.

Two Grover rectangular bell, chrome air horns shall be used.

There shall be a 7-way trailer connection socket mounted at the rear of the frame.

The power source shall be cigar type receptacle without plug and cord.

Body builder wiring, rear of frame shall include sealed connectors for tail/amber, turn/marker, backup/accessory, power/ground and sealed connector for stop/turn.

The radio shall be an AM/FM CD with weatherband, clock with alarm,

front and rear aux input, USB input, iPod command and control

Four Coaxial speakers shall be provided in the cab.

The power source shall be terminal type 2-post.

The antenna base shall be two single function, one for CB and one for entertainment radio, without splitter, separate lead-ins with CB antenna mounted on the right mirror and the AM/FM antenna mounted on the left mirror.

A Preco 1059 electronic, solid state, dual function 112 dBA back-up alarm shall be used.

A cigar lighter with ash cup shall be used and shall be center console mounted.

Toggle switch, (2) auxiliary with two 20-amp fuses/circuit breakers for use with auxiliary lighting.

E. DRIVE TRAIN & FUEL SYSTEM

The diesel engine shall be an EPA 2010 vocational, 475 HP @ 1700 RPM, 1700 lb-ft torque @ 1000 RPM, 2100 governed speed, 475 peak HP max.

There shall be a 120 volt/1500 watt Phillips engine block heater.

Fan drive shall be a Horton Drivemaster direct drive type, two speed with residual torque device for disengaged fan speed. ON/OFF fan drives are not acceptable options.

The radiator shall be aluminum; Welded, front to back flow system, 1564 square inch, 1572 square inch dual CAC, 1293 square inch 3 core low temperature radiator.

The air cleaner shall be single element and heavy duty.

There shall be automatic cold starting with engine ECM control.

The radiator hose clamps shall be R.G. Ray Mini Flex Seal coil spring/"T"-Bolt type.

A 6-speed automatic transmission shall be furnished. The transmission shall have an external oil filter and external serviceable shift solenoid and valves.

The transmission shall have an oil level sensor.

There shall be a magnet in the transmission oil pan.

A Modine remote mounted oil cooler shall be used.

Synthetic transmission oil shall be used, 63-76 pints.

There shall be an air operated power divider lock cab control with indicator light in the cluster.

There shall be a dash mounted PTO control for customer provided PTO. It shall include control valve, piping and wiring, wired for PTO.

A Meritor RT-46-160P single reduction tandem rear axle shall be used with 46,000 lb capacity. with lube pump, driver controlled main locking differential in rear-rear axle and 200 wheel ends. Gear ratio: 5.38. Rear axle housing thickness to be .500".

Rear axle lube to be (EmGard 75W-90) synthetic oil.

There shall be two magnetic rear axle drain plugs for the tandem rear axle.

A Henderickson HMX-460-54 walking beam type tandem rear suspension shall be used with 54" axle spacing, 46,000 lb. capacity with rubber end bushings, transverse torque rods, and a three-piece steel heavy duty crossmember suspension relocated at the end of the frame.

F. CAB

A National 2000 model 192 air suspension driver seat shall be used. The seat shall be high back, vinyl boxing with cloth facing. It shall have two arm rests, isolator, adjuster, 3 chamber lumbar, 6-position front cushion adjust, 3-position rear cushion adjust, 2 – 15 degree back angle adjust and vinyl suspension cover.

A National 2000 model 192 non-suspension passenger seat shall be used. The seat shall be high back, vinyl boxing with cloth facing and 11 degree back angle adjust.

A Bergstrom enhanced circulation heater shall be used.

The heater hose clamps shall be Bellville washer type.

A Blend-Air air conditioner with integral heater and defroster shall be used. The evaporator shall be inside the cab and shall include a cabin filter.

There shall be a center driver convenience console with a cup and change holder, ash tray and lower storage area.

There shall be an overhead console with three storage pockets, one with strap for CD mounting and two with netting, courtesy lights and switches.

An electronic speedometer shall be in the gauge cluster.

There shall be an air application gauge for the air brake system and rear mounted trailer connection circuit.

A manifold pressure gauge shall be data link driven and mounted in the instrument panel and shall include a controller module.

A Filter-Minder air cleaner restriction gauge shall be mounted in the instrument panel.

There shall be a storage pocket located on the back wall between the driver and passenger seats and one on each door.

A coat hook shall be located on the rear wall behind the passenger seat.

There shall be a door check strap on each door.

The windshield shall be tow-piece.

The doors shall have power windows and power door locks.

The rear window shall be 52.25" wide.

All glass windows shall be tinted.

There shall be exterior towel type grab handles mounted behind each door.

There shall be an interior, "A" pillar mounted grab handle on the passenger side.

The interior mirror shall be convex, look down black finish;

6" x 10.25" located on the passenger side.

Exterior mirrors shall consist of two Lang Merka Aero rectangular 7.09" X 15.75" and integral convex both sides, 102" inside spacing, breakaway type, heated heads thermostat controlled, power both sides, amber lens clearance light LED, turn signals, black painted finish heads, brackets and arms with bi-directional breakaway feature. Exterior mirrors shall not be door mounted.

There shall be two steps for each door.

The door trim panels shall be vinyl upper with power locks and upper and lower grab handles on each door.

The floor covering shall be black rubber.

The headliner shall be soft padded vinyl.

The "A" pillar cover shall be molded plastic.

The cab interior trim panels shall be vinyl.

There shall be two vinyl sun visors with molded toll ticket retainer.

There shall be an exterior bright finish sunshade with integral clearance/marker lights.

There shall be dual frame mounted cab rear suspension with crossmember assembly.

Front end, tilting hood, Metton composite construction.

G. WHEELS

Front disc wheels shall be 22.5" non-polished aluminum, 10-stud hub piloted, flanged nut, metric mount, 9.00 DC rims with steel hubs.

Rear dual disc wheels shall be 24.5" non-polished aluminum, 10-stud hub piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs.

The wheel bearing front lube shall be EmGard 50W synthetic oil.

There shall be two front tires, 315/80R22.5 HSU2+, Continental, 481 rev/mile, load range L, 20 ply.

There shall be eight rear tires, 11R24.5 G282 MSD Goodyear, 475 rev/mile, load range H, 16 ply.

H. DUMP BODY

All manufacturer's and model numbers mentioned are for reference to indicate what is required on the vehicle. Approved equals will be evaluated and considered.

The dump body shall be a BEAU-ROCK 17'6" DH Diamond body X 54" sides X 60" tailgate.

Body construction shall be light weight unibody – Hardox 450 steel.

There shall be 2" rubber installed on bottom of body longrails.

Longrails shall be 8" X 3/16" DOX 250 with reinforced gussets.

The floor shall be 1/4" @ 215,000 PSI / Hardox 450 steel.

The front shall be 3/16" @ 215,000 PSI / Hardox 450 steel.

The sides shall be 3/16" @ 215,000 PSI / Hardox 450 steel with tubular top rail. Sides shall be 54" high.

The tailgate shall be 1/4" @ 215,000 PSI / Hardox 450 steel// sloped, with movable chains. Tailgate shall be 60" high.

There shall be air operated tailgate locks.

There shall be air operated PTO with direct mounted hydraulic pump and 3rd line option.

Controls shall be mounted in triad fabricated aluminum tower at convenient location for operator use.

The hoist shall be Mailholt model M160-6.5-4, 45 ton capacity.

There shall be trap rails on each side of the body.

There shall be hooks and spreader chains on the tailgate.

Rubber mud flaps shall be provided in front of lift axle and on rear with hooks.

There shall be a slim line, lower nesting mounted hydraulic tank with site tube on front of body.

Air shift shall be provided on the hydraulic pump and shall

include air bonnet kit for pump, feather control valve, air actuated pull-out valve to prevent cylinder from dead heading.

There shall be a 30" cab shield.

There shall be oval stop-tail-turn lights in the rear post.

There shall be state and D.O.T. lights, flaps and reflectors.

There shall be 2" X 6" standard boards painted black with center pocket.

There shall be steps on the driver's side front and inside.

There shall be a shovel rack mounted at the driver's side front of body.

There shall be a AERO model 575 electric tarp system, aluminum side arms, complete with wind deflector and heat resistant asphalt shock cord tarp with rear flap.

There shall be a L.E.D. light package for stop, turn and tail lights.

The body shall be painted with Dupont IMRON, single stage.

There shall be hot shift PTO for the automatic transmission.

There shall be a Hendrickson model HLM non-steer, 20,000 lb. capacity pusher lift axle, and shall include drop center axle, air up / air down, 10-hole unimount hubs, controls mounted in the cab and an auxiliary air tank.

22.5 X 9.00 non polished aluminum lift axles rims to be furnished with 315/80R 22.5 20 ply rating tires for lift axle.

There shall be six oval amber L.E.D. strobe lights and shall be mounted as follows: two in face of cab shield, tow in side of cab shield supports (one on each side of body) and two in rear corner post.

There shall be an in-cab strobe light control.

There shall be a 50 ton pintle hook mounted on ¾" reinforced plate complete with "D" style safety rings and a 7 way trailer socket.

I. SNOW PLOW

All manufacturer's and model numbers mentioned are for reference to indicate what is required on the vehicle. Approved equals will be evaluated and considered.

The snow plow shall be a Flink 10PA38 plow.

Plow width shall be 11'.

There shall be a 30.5" pin type swivel bar.

There shall be a PF91 hitch with brackets.

The lift cylinder shall be 3".

8" swivel caster wheels shall be used.

There shall be a hydraulic cushion valve.

Polycarbonate three-point mount plow lights with signals shall be used.

There shall be a M-688 rocker switch electric hydraulic unit with oversized reservoir.

Electric over hydraulic pump mounted on the hitch with in-cab control.

J. WARRANTY

The manufacturer's standard warranty shall be provided for the truck.

The basic vehicle warranty shall be for 12 months from new vehicle delivery date, regardless of distance traveled.

The warranty shall be automatically transferrable to subsequent owners at no charge.

A copy of the truck warranty shall be provided in the bid package and shall have a warranty coverage schedule table which explains the exact coverage to be provided on items covered, and to allow the township to compare the warranties being offered.

Additional suppliers warranty coverage shall be warranted by suppliers.

ALL BIDDERS MUST INCLUDE SPECIFICATIONS OF ANY ITEM THAT ARE NOT AS PER THIS MANUFACTURERS SPECIFICATION.

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

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

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

Subscribed and Sworn to

before me on the ____ day

of _____ 20 ____

(Notary Public)

My Commission Expires:

(Seal)

GOODS, PROFESSIONAL SERVICES AND
GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

SIGNATURE

(NAME) PRINT OR TYPE

COMPANY NAME:

DATE:

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

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

in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

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

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

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

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

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

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

(Type or Print Name)

Notary public of _____

(Signature)

My Commission expires _____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

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

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

(Check Appropriate Statements(s))

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

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

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

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

Subscribed and sworn

before me this _____ day

of _____, 2 _____

Notary Public of _____

My Commission Expires:

(Title)

(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

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

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

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

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

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

Notary Public of

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

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

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

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

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

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

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

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

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

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

TOWNSHIP CLERK

(Corporate Seal)
ATTEST:

SIGNATURE

TITLE

MAYOR

COMPANY

SIGNATURE

TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

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

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

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

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

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

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

Signature

Notary Public

(Name & Title Type or Print)

My Commission Expires) _____ 20_____

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

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 et seq, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 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.