SPECIFICATIONS FOR THE PURCHASE OF
ONE (1) 2017 25 YARD LEAF MACHINE
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN

MAYOR

DEPARTMENT HEAD

BUSINESS ADMINISTRATOR

SOLICITOR

BID OPENING DATE: 3/29/17 @ 10:15 am

SPECIFICATIONS # P.W.: 17-04

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

PURCHASE OF ONE (1) 2017 25 YD LEAF MACHINE OR EQUAL

BID SPECIFICATION NUMBER: PW: 17-04

will be received no later than 10:15 a.m. prevailing time on WEDNESDAY, MARCH 29, 2017, at the Municipal Building, 1261 Chews-Clementon Road, Chews Landing, New Jersey

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

PURCHASE OF ONE (1) 2017 25 YD LEAF MACHINE OR EQUAL
DO NOT OPEN UNTIL: WEDNESDAY, MARCH 29, 2017 @ 10:15 AM

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

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

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

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

Rosemary DiJosie
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_____,2_____

Notary public of _____

My commission expires_____

(Seal)

_____
(Type or Print Name)

_____
Signature

INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

QUALIFICATIONS OF BIDDERS

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

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

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

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

PRESENTATION OF BIDS

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

WITHDRAWALS

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

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

FORM OF CONTRACT

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

WE ARE REQUIRING A BID BOND

AND WAIVING THE SURETY BOND

BID BOND

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

SURETY BOND

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

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

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

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 preceding further.

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

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

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

EXTRA WORK

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

ADDITIONS OR DEDUCTIONS

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

PROTECTION BY CONTRACTOR

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

GENERAL CLAUSE

PROPOSAL FORMS

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

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

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

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

DELIVERY

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

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

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

PAYMENTS

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

NUMBER OF WORKING DAYS

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

TOWNSHIP OF GLOUCESTER, NJ
SPECIFICATION FOR A 25 CUBIC YARD
TRAILER MOUNTED SELF-CONTAINED VACUUM LEAF COLLECTOR

1.0 General:

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

2.0 Power:

				Deviations
2.01	A John Deere model 4045TFC03 four-cylinder turbo charged Tier 4 Final diesel engine certified and rated for 74HP at 2500 RPMs provides the power. **(No Exceptions)**	YES___	NO___	
2.02	The engine is equipped with a 12-volt starter, alternator and a heavy-duty air cleaner.	YES___	NO___	
2.03	The engine is equipped with a John Deere approved & supplied exhaust emission system **(No Exceptions)**.	YES___	NO___	
2.04	The engine sound rating shall be no higher than 80 dBa at 50 feet.	YES___	NO___	
2.05	To reduce the possibility of the radiator from becoming clogged with leaf dust, a pressurized "trash" style radiator shall be used.	YES___	NO___	
2.06	The radiator shall have a minimum of 4 cores to provide maximum cooling.	YES___	NO___	
2.07	For maximum engine cooling, a 18" diameter fan with seven 5" wide blades shall be provided.	YES___	NO___	
2.08	The fan blades shall be at a 40° chord angle and are capable of producing 7,600 cfm to pull the air through the radiator.	YES___	NO___	
2.09	The radiator shall be equipped with a bottom hinged secondary screen.	YES___	NO___	
2.10	The radiator screen shall be constructed out of ½" expanded metal backed with 1/8" hardware screening. The use of fine window screening is not acceptable due to the lack of air that can pass through and the overall durability of it.	YES___	NO___	
2.11	The secondary radiator screen shall be powder coated black to prevent corrosion; painted screen assemblies are not acceptable.	YES___	NO___	
2.12	The secondary radiator screen shall be held in place by two adjustable over-center clamps and can be opened and cleaned without powering down the unit.	YES___	NO___	

3.0 Engine Controls:

				Deviations
3.01	The engine controls are to be mounted in an instrument panel for easy access in clear view at the operator's eye level and reachable with ease.	YES___	NO___	
3.02	The engine controls are a MVP-308 complete electronic display control system. It shall have a 4" diameter display and is illuminated for easy monitoring.	YES___	NO___	
3.03	The control system will allow throttle control, fuel level display, fault code storage, temperature monitoring and all engine monitoring requirements.	YES___	NO___	
3.04	A remote throttle controller shall be mounted to the intake suction nozzle handle	YES___	NO___	
3.05	An automatic safety engine shutdown for low oil pressure and high water temperature shall be provided.	YES___	NO___	
3.06	LED indicator lights shall indicate what function has caused the engine to shutdown; water temperature, oil pressure, E-stop or inspection door/hose.	YES___	NO___	

4.0 Engine Enclosure:

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

5.0 Fuel Tank:

				Deviations
5.01	A 40-gallon minimum capacity fuel tank shall be supplied.	YES___	NO___	
5.02	The tank shall be constructed out of the strongest of cross link polyethylene resins and is roto-molded in a manner to have a wall thickness of ¼" over the entire surface of the tank.	YES___	NO___	
5.03	Stainless steel, aluminum or steel fuel tank(s) will not be acceptable due to their corrosive nature and or their tendency to crack due to vibration with this type of machine.	YES___	NO___	
5.04	The fuel line pickup inside the fuel tank shall have a screen mesh for filtration as well as a check vale.	YES___	NO___	

6.0 PTO and Power Transmission Belt Drive (No Exceptions):

				Deviations
6.01	The power take off is a heavy-duty spring loaded automotive type clutch with a 2-1/4" diameter hardened shaft.	YES___	NO___	
6.02	PTO shaft shall turn on 2 roller bearings that are pressed into the housing.	YES___	NO___	
6.03	The PTO shall be separate from the clutch assembly and bolt directly to the engine bell housing.	YES___	NO___	
6.04	The clutch shall consist of an automotive style industrial quality 13" pressure plate and a one-piece clutch disc.	YES___	NO___	
6.05	All clutch linkage must be on the outside of the housing so that it is not necessary to remove the clutch housing for adjustments.	YES___	NO___	
6.06	Power is transferred from the engine to the impeller shaft via a 4-grooved power band belt.	YES___	NO___	
6.07	Power band belt shall provide the suction fan with a 1:1 ratio with the engine PTO shaft speed.	YES___	NO___	
6.08	The engine shall be capable of turning the suction impeller 2,300 RPM's when operating.	YES___	NO___	

6.09 Both of the drive pulleys shall have a minimum diameter of 11". YES___ NO___

6.10 The power band belt shall be constructed with Kevlar to provide the maximum amount of life with minimal stretching. YES___ NO___

6.11 To minimize belt stretching, the maximum distance between the engine PTO shaft and the impeller drive shaft shall be 18". YES___ NO___

6.12 Means of adjusting the belt tension shall be by raising and lowering the height of the engine via four (4) threaded sleeves. Sliding the engine from side to side to adjust the belt tension is not desirable. YES___ NO___

6.13 The engine base that supports the threaded adjustment sleeves shall have a minimum thickness of ½". YES___ NO___

6.14 To aid the replacement of the power band belt, a cam rod shall be supplied so that the PTO end of the engine shall be capable of being raised a minimum of 1-1/2". YES___ NO___

7.0 PTO Safety Engagement System:

Deviations

7.01 The PTO and clutch shall be equipped with a non-electric safety engagement system that prevents abrupt engagement of the PTO at high RPM's. Information MUST be provided with bid packet on this item, no exceptions. YES___ NO___

7.02 The PTO and clutch shall have an adjustable hydraulic cylinder that automatically ensures that every engagement is exactly the same no matter what operator activates it. YES___ NO___

7.03 The assist cylinder shall be leak proof and incorporate a constant velocity speed control to ensure precise engagement speed of the PTO every time. YES___ NO___

7.04 Bidder shall supply of a list of ten (10) references that are currently using a PTO safety engagement system on their unit, no exceptions. YES___ NO___

7.05 For safety reasons, the operator must be able to completely disengage the drive mechanism while the engine is running; fluid drive couplers are not acceptable alternatives to the PTO safety engagement system. YES___ NO___

8.0 Trailer:

Deviations

8.01 Trailer is constructed of heavy-duty enclosed tubular steel, formed and welded for a properly balanced trailer frame. YES___ NO___

8.02 The chassis is constructed out of 3" x 8" tubular steel with ¼" thick walls, the use of I-beams or channel will not be acceptable due to their open design. YES___ NO___

8.03 The overall dimensions of the trailer with the suction hose attached shall not exceed 119" high, 101" wide and 314" long. YES___ NO___

8.04 Two 4.5" axles with a combined rating of 24,000 pounds support the power unit, trailer base and self-dumping box. YES___ NO___

8.05 Dual LT7.50 x 16 tires shall be mounted on steel wheels; a total of eight (8) tires shall be supplied. YES___ NO___

8.06 The trailer shall be equipped with electric brakes for all wheels. YES___ NO___

8.07 Trailer shall include a heavy-duty 6" x 6" tubular steel tow bar. YES___ NO___

8.08 The tow bar shall be bolted to the trailer main frame to accommodate different length bars if so desired, no exceptions. YES___ NO___

8.09 For maximum safety and strength, the draw bar shall slide into a receiving tube. YES___ NO___

8.10 The tow bar shall extend a minimum of 8' from the front of the trailer chassis to insure proper hose storage for a safe travel position. YES___ NO___

8.11 A heavy-duty 3" ID pintle eye shall be supplied. YES___ NO___

8.12 The pintle eye shall be adjustable for height without any tools by utilizing three 7/8" diameter x 8" long clevis pins with clip rings. YES___ NO___

8.13 The trailer is equipped with a heavy-duty hydraulic parking jack powered from the engine driven gear hydraulic pump. YES___ NO___

8.14 Two safety chains with hooks shall be bolted to the trailer tongue assembly. YES___ NO___

8.15 The trailer shall have a rear bumper that is 75" wide and 6.5" tall, no YES___ NO___

exceptions.

8.16 The bumper shall be mounted approximately 19" from the ground. YES___ NO___

8.17 The bumper shall have four flush mounted stop and taillights with turn signal indicators. YES___ NO___

8.18 The trailer shall also all DOT required clearance lights as well as red/white reflective tape around the perimeter of the unit. YES___ NO___

8.19 At the rear of the unit two strobe lights shall be flush mounted within the skirting of the box container. Lights mounted on the rear doors of the unit are not acceptable. YES___ NO___

8.20 At the rear of the unit two strobe lights shall be flush mounted within the skirting of the box container. Lights mounted on the rear doors of the unit are not acceptable. YES___ NO___

8.21 The strobe lights shall be wired with an on/off rocker switch located on the engine control panel. YES___ NO___

8.22 All wiring for the trailer shall be run through protective looming and have protective rubber grommets when passing through steel openings. YES___ NO___

8.23 The 12-volt battery shall be located on the side of the trailer frame, outside the engine compartment for safety. YES___ NO___

8.24 The battery shall be located in a lockable battery box. YES___ NO___

9.0 Box Container:

Deviations

9.01 The box has a useable inside capacity of not less than 25 cubic yards and is self-dumping. YES___ NO___

9.02 Top of the box is equipped three easily removable ½" expanded metal mesh screens with a smaller 1/8" metal screening on the inside of the box for proper ventilation. The use of larger screens or dust tarps will not be acceptable. YES___ NO___

9.03 The top screens slide into a channel and are bolted in place. Top screens welded in place are not acceptable. YES___ NO___

9.04 Top screens shall be capable of being removed without requiring personnel to enter the interior of the hopper, no exceptions. YES___ NO___

9.05 The box shall be designed so that optional bottom exhaust panels can be added at a later date with no modifications to existing box required. YES___ NO___

9.06 The box is constructed out of 12-gauge steel and is bolted to the platform floor. Hoppers that are welded to the platform floor are not acceptable. YES___ NO___

9.07 The box is structurally supported by a minimum of four 3" channels vertically positioned on the sides and tied into cross members across the top. Units without top cross members will not be acceptable. YES___ NO___

9.08 The interior walls of the box are smooth and the floor has drain holes to help eliminate additional water weight. YES___ NO___

9.09 The floor of the box shall be supported by channel cross members. YES___ NO___

9.10 For improved driver visibility while towing the unit, the hopper body platform shall have a maximum width of 88", no exceptions.

9.11 The front of the box shall extend over the suction blower to provide additional protection. YES___ NO___

9.12 Front of the box shall be angled to provide a built-in brush guard to guide low hanging branches up and over the unit. Units with flat or vertical front hopper walls are not acceptable. YES___ NO___ YES___ NO___

9.13 There shall be a ¼" thick abrasion resistant deflector to insure proper settlement of leaves in the box. YES___ NO___

9.14 The box is equipped with dual rear doors securely fastened at the top and bottom of each door. Bidder must supply photographs or drawings of proposed hopper door if not so indicated on the general brochure, no exceptions. YES___ NO___

9.15 Each door has its perimeter structurally framed with 3" channel along with one 3" channel center horizontal member. YES___ NO___

9.16 When the doors close, they shall over lap each other to form a proper seal. YES___ NO___

9.17	There shall be a full hopper width rubber skirting that is ¼" thick x 2" located at the top rear portion of the hopper that creates a tight seal when the rear doors are closed.	YES___	NO___
9.18	The rear doors shall be opened and closed via a dual cam lockable bar lock mechanism latch that incorporates a safety latch.	YES___	NO___
9.19	The cams shall connected to ¾" OD x 3/16" lock rods that run from the bottom of each door to the top.	YES___	NO___
9.20	Door(s) that drag through the material being dumped during the dump cycle will not be acceptable	YES___	NO___
9.21	Door(s) that require the hopper to be raised or rely on props to hold open the door(s) will not be acceptable due to safety reasons.	YES___	NO___
9.22	The doors shall be side hinged and shall fasten to the box sides with safety chains and spring hooks when dumping.	YES___	NO___
9.23	Each door shall be supported by a minimum of three hinge assemblies.	YES___	NO___
9.24	The door hinges are secured to the hopper sides and supported by a minimum of a 4" x ¼" channel member.	YES___	NO___

10.0 Dumping Hoist:

				Deviations
10.01	The box is dumped via a Crysteel scissors style lifting mechanism incorporating twin hydraulic cylinders capable of dumping 26.6 tons. Systems with single hydraulic cylinders will not be acceptable.	YES___	NO___	
10.02	Both dumping cylinders shall have a 5" diameter piston with a minimum stroke of 27".	YES___	NO___	
10.03	The lift mechanism is powered up and down. Single acting dump systems are not acceptable.	YES___	NO___	
10.04	The hopper shall be capable of dumping to not less than a 52° dump angle to assure that all material exits the hopper, no exceptions.	YES___	NO___	
10.05	The rear dumping hinge assembly shall be a minimum of 1/2" thick steel with a 2" diameter pins.	YES___	NO___	
10.06	The dumping hoist shall come standard with a manufactures five-year warranty, no exceptions.	YES___	NO___	
10.07	The dump control valve is located at the front of the unit and is easily accessible even when hose is in the travel position.	YES___	NO___	
10.08	There shall be a hydraulic check valve incorporated into the container box dump cylinder that prevents the box container from falling should a hydraulic line, hose or fitting fail, no exceptions.	YES___	NO___	
10.09	The hopper shall have an automatic guide system to realign the hopper and the blower housing when the hopper is lowered back down into a working position, no exceptions.	YES___	NO___	

11.0 Hydraulic Systems:

				Deviations
11.01	The unit shall be equipped with two completely independent hydraulic systems.	YES___	NO___	
11.02	The first is a gear driven hydraulic pump directly coupled to the engine's auxiliary drive to operate the box dumping system and front jack.	YES___	NO___	
11.03	This system operates at 3000 psi and is "live" as soon as the engine is started.	YES___	NO___	
11.04	A hydraulic reservoir is supplied with an in-line hydraulic filter.	YES___	NO___	
11.05	Hydraulic tank shall be conveniently mounted and include a sight gauge and fill cap that are accessible from the front side of the engine.	YES___	NO___	
11.06	All hydraulic lines running to the dumping hoist shall be stainless steel tubing. No exceptions.	YES___	NO___	
11.07	The stainless steel hydraulic tubes for the hoist shall be run on the inside of the trailer frame; securely held in place with rubber squeeze clamps.	YES___	NO___	

11.08	Hydraulic rubber hoses laying on the trailer deck or not securely fastened will not be accepted.	YES___	NO___
11.09	The second system incorporates and electric/hydraulic pump that powers the hydraulic hose boom.	YES___	NO___
11.10	This system operates off of the 12-volt battery and does not require the engine to operate.	YES___	NO___

12.0 Suction Impeller:

				Deviations
12.01	The impeller diameter shall be a minimum of 30" diameter with six gusseted blades.	YES___	NO___	
12.02	The blades are constructed out of 3/8" thick abrasive resistant T-1 steel with a Brinell hardness exceeding 400.	YES___	NO___	
12.03	For maximum vacuum and superior wear characteristics, the suction blades shall be straight (flat) with no curve or cups formed in them. No exception to this requirement.	YES___	NO___	
12.04	Suction blades are to be robotically welded to a backing plate.	YES___	NO___	
12.05	The impeller back plate shall have a minimum thickness of ¼", no exceptions.	YES___	NO___	
12.06	The suction impeller blades shall be keyed and notched into the back plating along with external gussets to provide the safest and strongest bond.	YES___	NO___	
12.07	The suction impeller blades shall have a gently serrated tip to lower the operating noise level.	YES___	NO___	
12.08	The suction impeller shall be secured to the drive shaft via a taper locking hub to provide a better-fit and easy removal.	YES___	NO___	
12.09	The taper locking hub shall have a safety ring to protect it from direct impact of foreign material.	YES___	NO___	
12.10	The suction impeller shall be both statically and dynamically balanced.	YES___	NO___	
12.11	The suction impeller shall be stress relieved via Bonal stress relief technology. This will ensure the safest and most durable impeller. A copy of the Bonal stress report shall be supplied with the new unit	YES___	NO___	

13.0 Blower Housing:

				Deviations
13.01	The blower housing shall be located at the side of the trailer and bolted in place.	YES___	NO___	
13.02	The outer scroll of the blower housing is constructed out of 10-gague steel.	YES___	NO___	
13.03	The front and back plates of the blower housing are constructed out of 7-gauge steel.	YES___	NO___	
13.04	The interior of the housing is equipped with a two-piece slip in liner constructed out of ¼" thick abrasion resistant steel that requires no bolts.	YES___	NO___	
13.05	An additional bolt in ¼" thick liner shall be provided to protect the housing from material that gets carried over before it exits the housing, no exception.	YES___	NO___	
13.06	A barrel style suction inlet shall be located on the curbside of the unit.	YES___	NO___	
13.07	The barrel style inlet shall provide a travel/working position for suction hose.	YES___	NO___	
13.08	Two 1" diameter flange bearings will allow the barrel to pivot; swivel inlets without bearings are not acceptable.	YES___	NO___	
13.09	The pivot point of the barrel inlet shall be is the same line as the bearings that support the suction hose boom for optimum performance.	YES___	NO___	
13.10	The barrel inlet shall lock into a travel position as well as a working position; swivel inlets that do not lock into position will not be accepted.	YES___	NO___	
13.11	A spring loaded locking handle shall be located on the bottom side of the barrel inlet to release the swivel and automatically lock it into either the travel or work position.	YES___	NO___	
13.12	An inspection/clean out door is provided with a safety kill switch that shuts the engine down when opened or improperly closed.	YES___	NO___	
13.13	The inspection/clean out door shall be side hinged and require no more than two (2) nuts to be removed to open.	YES___	NO___	

13.14 The bottom of the blower housing shall have a drain to help prevent water from accumulating when not in use. YES___ NO___

14.0 Intake Hose:

Deviations

14.01 The intake hose shall be 16" diameter x 120" long of heavy-duty wire reinforced flexible rubber hose with a wall thickness of 3/8". YES___ NO___

14.02 Intake hose shall be suspended from the hydraulic boom arm by an adjustable chain, for operator's safety, use of springs will not be acceptable. YES___ NO___

14.03 The hose support tube shall connect to a metal hose support band wrapped around the hose for a secure and safe connection. The use of rubber or belting materials to support the weight of the intake hose is not acceptable. YES___ NO___

14.04 The intake hose is equipped with a 16" nozzle with a handle that is constructed out of 12-gauge steel. YES___ NO___

14.05 The suction nozzle shall have wear strips welded to the bottom to prevent the nozzle from being sucked to the ground surface. YES___ NO___

14.06 The suction hose shall be secured to the barrel swivel inlet via an over-center clamp; hoses that are bolted to the swivel inlet are not acceptable. YES___ NO___

14.07 The hose shall be capable of pivoting forward and lock to the unit for transport without having to remove the hose. YES___ NO___

14.08 The hose shall lock to the trailer tongue by a heavy-duty half-moon shaped clamp constructed out of ½" thick steel. YES___ NO___

14.09 The hose clamp shall incorporate an adjustable spring loaded over center latch to properly secure the hose for transport. YES___ NO___

14.10 Two safety chains with spring lock hooks shall also be supplied to secure the hose to the trailer tongue. YES___ NO___

15.0 Exhaust Duct:

Deviations

15.01 A rectangular extension of the blower housing shall couple to the bottom side of the box that extends over the engine and blower housing. YES___ NO___

15.02 There shall be 1.5" thick closed cell rubber gasket to insure a proper seal between and the blower housing and the box. YES___ NO___

15.03 The rubber gasket shall be mounted to a transition piece that is easily adjusted to maintain a proper seal. YES___ NO___

15.04 Exhaust ducts or transition pieces that are permanently welded with no adjustments are not acceptable. YES___ NO___

16.0 Hydraulic Boom:

Deviations

16.01 The intake hose raises and lowers via an electric (DC) operated hydraulic pump and motor with controls located on the intake hose nozzle. YES___ NO___

16.02 The hydraulic boom allows the operator to position the intake hose with little effort. YES___ NO___

16.03 The pivot point of the boom shall include a bushing and grease fitting for proper lubrication. YES___ NO___

16.04 The boom shall raise and lower by a hydraulic cylinder with a minimum 1-1/2" diameter piston with a minimum stroke length of 12". YES___ NO___

16.05 A flow control valve shall be provided so that the downward speed of the boom is adjustable. YES___ NO___

16.06 The hydraulic boom shall pivot into a working and travel position on two heavy-duty two-bolt flange bearings and a 1.5" diameter shaft assembly. YES___ NO___

16.07 The hydraulic boom assembly shall be mounted directly over the center of the suction hose so that it can work freely to the front or rear of the unit. Side mounted booms will not be acceptable. YES___ NO___

16.08 The electric hydraulic pump to power the hose boom shall be conveniently located on the backside of the suction blower housing with a protective cover. YES___ NO___

16.09	The hydraulic boom shall be straight for maximum strength, booms with kinks or bends will not be acceptable.	YES___	NO___
16.10	The boom assembly shall be mounted to a two level pedestal base system that has a minimum thickness of ¼".	YES___	NO___
16.11	Both the upper and lower pedestal bases shall extend to the outer edges of the blower housing cover face for maximum strength.	YES___	NO___
16.12	The lower bearing support pedestal shall have a 1" square tube that connects to the cover plate of the blower housing.	YES___	NO___
16.13	A quick disconnect coupler shall be used on the end of the hydraulic hose.	YES___	NO___
16.14	The controls to raise and lower the hydraulic boom are of marine grade quality soft touch and are 100% waterproof. Units that have control boxes with o-ring seals are not acceptable.	YES___	NO___
16.15	The boom electric wiring harness shall incorporate CPC screw type connectors; the use of trailer type connectors is not acceptable.	YES___	NO___
16.16	Boom controls shall be located on the suction nozzle handle and can be positioned to match individual operator's comfort.	YES___	NO___
16.17	The electric hydraulic pump to power the hose boom shall be conveniently located on the back of the blower housing.	YES___	NO___

17.0 Paint:

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

18.0 Warranty and Manuals:

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

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY:_____ SIGNATURE_____

PRINT NAME:_____ TITLE:_____

DATE:_____

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

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

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

NEW JERSEY PREVAILING WAGE ACT

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

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

DOMESTIC PRODUCTS

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

PUBLIC DISCLOSURE

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

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

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

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

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

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

3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.

4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.

5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues 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)

Attachment III

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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

1. **Letter of Federal Affirmative Action Plan Approval**

2. **Certificate of Employee Information Report**

3. **Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj/treasury/contract_compliance)**

Company _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of_____ SS:_____

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

in the County of_____ and State of _____ of full

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

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

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

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

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

Subscribed and sworn
before me this_____ day
of_____,2

_____
(Type or Print Name)

Notary public of _____

_____
(Signature)

My Commission expires_____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I,_____of the (City, Town, Township, Borough, etc.)

of_____in the County of_____and the

State of _____of full age, being duly sworn according to law on my

oath depose and say that:

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

(Check Appropriate Statements(s))

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

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

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

_____

_____

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

Subscribed and sworn

before me this_____day

of_____,2_____

Notary Public of_____

My Commission Expires:

_____
(Title)

_____
(Name of Company)

(Seal)

PROOF OF BUSINESS REGISTRATION

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

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

Name	Not Registered	Registration Number
Bidder_____	_____	_____
(Subcontractor)_____	_____	_____
(Subcontractor)_____	_____	_____
(Subcontractor)_____	_____	_____
(Subcontractor)_____	_____	_____

Subscribed and Sworn
before me this ____day
of_____20____.

_____
Notary Public of

My Commission Expires _____

(Seal)

_____
Signature

_____
(Type or Print Name)

STATEMENT OF CORPORATE OWNERSHIP

In compliance with Chapter 33, laws of 1977 (N.J.S.A. 52:25-24.2), I certify the following:

_____ Firm is a sole proprietorship

_____ No stockholder or partner or the corporation or partnership holds ten percent (10%) or more ownership.

_____ Below are the names and addresses of all persons or entities owning ten percent (10%) or more of the bidder or supplier on whose behalf this certification is filed.

Name	Address	Percent Interest

Note: If any of the above entities is a corporation, then the following are the names and addresses of all persons owning ten percent (10%) or more of that corporation.

Name	Address	Percent Interest

I further certify that I will notify the Owner of any changes to the above list within ten (10) days of such change.

Signed the _____ day of _____ 20__

_____
(insert Contractor's Name)

By: _____
(A Partner or Corporate Officer)

Title: _____

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

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 that 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 of 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 Statues 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

NAME	NOT REGISTERED	REGISTRATION #
Bidder_____	_____	_____
(Subcontractor)		
_____	_____	_____
(Subcontractor)		
_____	_____	_____
(Subcontractor)		
_____	_____	_____
(Subcontractor)		

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

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

Subscribed and sworn before me this
_____day of _____20_____.

_____
Signature

_____
Notary Public

_____
(Name & Title Type or Print)

My Commission Expires)_____20_____

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

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

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

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

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