SPECIFICATIONS FOR THE PURCHASE OF
2018 25 CUBIC YARD LEAF MACHINE
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN

MAYOR

DEPARTMENT HEAD

BUSINESS ADMINISTRATOR

SOLICITOR

BID OPENING DATE:

SPECIFICATIONS # P.W.: 18-02

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the purchase of:

2018 25 CUBIC YARD TRAILER MOUNTED LEAF MACHINE

BID SPECIFICATION NUMBER: PW: 18-02

will be received no later than 11:00 am prevailing time on April 11, 2018, 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:

2018 25 CUBIC YARD TRAILER MOUNTED LEAF MACHINE

DO NOT OPEN UNTIL: April 11, 2018 @ 11 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.

Nancy Power

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.

GLOUCESTER TOWNSHIP

Specification for a 25 Cubic Yard Trailer Mounted Self-Contained Vacuum Debris Collector

REQUIREMENTS OF BIDDERS

With regards to the equipment; the franchise dealer bidding on the equipment, must include a statement certifying that he has a service facility capable of servicing the equipment

The vendor supplying the associated equipment must state the following: That he has a complete service facility to handle all the associated equipment; must be within a 50 mile radius; and that he must include in his bid, the names and telephone numbers of people who can service the equipment or can be reached for emergency service

A statement that a hydraulic testing facility is in existence for inspection by the township, and that all equipment can be serviced by a single vendor other than the chassis manufacturer, must be provided with the bid

A statement that the supplier of the equipment has in service seventy-five (75) units similar to what is being provided and has been manufacturing said units for at least 5 years

Certified documentation must accompany the bid, indicating units, customers, etc.

A testing facility must be available at the vendor's place of assembly to test the entire hydraulic system, prior to installation on the vehicle so as to preclude leaks, etc.

Manuals – One each of the complete Master Parts and Shop Repair Manuals

Training – One day instructions; as per requirements

A demonstrator unit must be made available within ten (10) days after bid

A statement that the vendor or sub-contractor is not under any bankruptcy law

OUT OF STATE VENDORS MUST SUPPLY PICK-UP AND DELIVERY OF VEHICLES DURING THE FULL DURATION OF THE WARRANTY

INSTALLERS MUST BE ASE (AUTOMOTIVE SERVICE EXCELLENCE) CERTIFIED – CERTIFICATE MUST BE INCLUDED IN BID-NO EXCEPTIONS

Installer must be NTEA MVP certified. Certification must accompany bid

DEHART / ODB OR APPROVED EQUAL SPECIFICATIONS FOR A 25 CUBIC YARD TRAILER MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTOR

1. **General**
   1.1. The intent of these specifications is to cover the requirements to manufacture a heavy duty trailer mounted self-contained vacuum leaf collector.

   1.2. Model has been designed by using the latest available technology and engineering capabilities.

   1.3. The leaf collection unit meets or exceeds all OSHA, Federal & State regulations and requirements.

   1.4. Local parts and service must be available by bidding dealer – no exceptions

2. **Power**
   2.1. The loader is equipped with a Kubota WSG2700-G-E3 four cylinder 3.8 liter gasoline engine rated at 87hp at 2600 RPM's.

   2.2. The engine is equipped with a 12 volt starter and alternator, heavy duty Donaldson 8" diameter dry element air cleaner with 2.5" diameter pre-cleaner.

   2.3. The engine sound rating shall be no higher than 80 dBA at 50 feet.

   2.4. The engine is equipped with a 4 core pressurized radiator with a 10psi cap and 18" diameter radiator fan with seven 5" wide blades.

   2.5. The fan blades have a 40 degree chord angle and produce a minimum of 7,600 CFM for increased cooling capacity.

   2.6. A hinged radiator screen is provided and is constructed of ½" expanded steel and #20 (1/8") mesh steel screen that is pressed into the steel screen.

   2.7. The hinged screen can be opened and cleaned without powering down the engine.

3. **Power Take Off**
   3.1. The PTO is an Auto Clutch heavy duty spring loaded clutch with a 2.25" diameter hardened shaft.

   3.2. The PTO shaft turns on two roller bearings that are pressed into the PTO housing.

   3.3. The clutch consists of an automotive style industrial quality 13" pressure plate and one piece clutch disc.

   3.4. All clutch linkage is located on the outside of the housing which provides easy clutch adjustment without removing the clutch housing.

4. **PTO Safety Engagement System**
   4.1. The PTO and clutch is equipped with a clutch assist cylinder that engages the PTO and clutch at predetermined rate of speed.

   4.2. The assist cylinder is a leak proof hydraulic, constant velocity speed control cylinder which uses super-clean silicone fluid that is sealed for life and filtered on every stroke.

   4.3. The safety engagement system enables the PTO to be engaged at a precise speed each and every time which prevents abrupt engagement.

5. **Engine Controls**

5.1. The engine controls are mounted in an instrument panel for easy access in clear view at the operator's eye level and reachable with ease.

5.2. The engine controller is a MPV-308 complete electronic display controls system.

5.3. It has a 4" diameter display and is illuminated.

5.4. The controller allows throttle control, fuel level display, fault code storage, temperature monitoring requirements.

5.5. An automatic safety engine shutdown for low oil pressure and high water temperature is provided.

6. **Engine Sheet Metal**

6.1. The engine is covered by a customer sheet metal enclosure constructed of 16 gauge steel.

6.2. The enclosure has a front and rear access door with stamped louvers for optimum ventilation.

6.3. Both doors are easily removable by opening a single lift and turn latch allowing convenient access to engine components while providing protection from moving parts.

6.4. The one piece top hood is attached by four over center latches which allows removal without any tools.

6.5. The hood has two hinged door for access to oil fill cap and radiator cap without removing the entire hood.

7. **Fuel Tank**

7.1. The unit is equipped with a 44 gallon fuel tank manufactured of the strongest cross link polyethylene resins and is roto-molded in a manner to insure a wall thickness of ¼" over the entire surface of the tank

7.2. The fuel lines are stainless steel.

7.3. The tank has a combination vented cap and fuel gauge.

8. **Trailer**

8.1. The trailer is a heavy duty channel steel construction formed, welded and properly balanced trailer frame.

8.2. The chassis is constructed of 3" x 8" tubular steel with a 1/4" wall thickness.

8.3. Dimensions are 119" high, 101" wide and 318" long.

8.4. The heavy duty tow bar is constructed of 6" x 6" x 1/4" thick tubular steel which extends 8' from the front of the trailer and is equipped with a heavy duty forged alloy steel 3" ID pintle eye.

8.5. The pintle eye is adjustable without the use of tools and is located in place by three heavy duty 7/8" diameter x 8" long clevis pins.

8.6. The trailer is equipped with an hydraulic assisted jack.

8.7. The trailer is equipped with a rear bumper that is 75" wide and 6.5" tall that is approximately 19 inches from the ground and conforms to all Federal Highway regulations.

8.8. Four flush mounted brake/signal lights are located in the rear bumper.

8.9. Reflective marking red/white tape that utilizes micro-prism retro-reflective elements is applied to the perimeter of the trailer.

8.10. Empty weight is 9,500 pounds and gross weight is 24,000 pounds.

9. Axles

9.1. The power unit, trailer base and self-dumping box are supported on dual 5" OD x .44" wall high speed axles rated in excess of 24,000 pounds.

9.2. The axle tube is constructed of high strength steel with 60,000psi yield strength and spindles are of forged carbon steel.

9.3. The wheel and hub are a two piece design to allow replacement of the brake drum without replacing the hub.

9.4. The axle is equipped with an oil bath lubrication of the bearings with a clear oil cap with level indicator mark for visual inspection without having to remove the cap.

9.5. Each hub is equipped with electric brakes and a breakaway switch is located on the trailer tongue which will apply the brakes in the event the unit separates from the towing vehicle.

9.6. The eight tires are ST235/80/R16.

10. Box Container

10.1. The box container has an inside capacity of 25 cubic yards and is self-dumping.

10.2. It is constructed of 12 gauge steel with four 3" vertical structural supports on each side which tie into cross members at the top of the box.

10.3. The inside walls are smooth and the floor has drain holes to allow water to drain.

10.4. The floor has a removable 20" x 32.5" panel for access to the hydraulic cylinders.

10.5. The box container bolts directly to the bed to allow the removal of the box container if desired.

10.6. A 1/4" thick abrasive resistant deflector and in-line rubber deflector are installed at the inlet.

10.7. Three exhaust screens are constructed of 1/2" expanded steel mesh with additional 1/8" metal screening and are located on top of the box.

10.8. The screens slide into channels and bolt into place.

10.9. The unit has two side hinged doors that open with ease and lock into dump position.

10.10. Each door has three 10" x 7.5" wide heavy duty hinges with 1/2" diameter pins.

10.11. The doors are structurally framed with two 11 gauge, 1.5" tall x 3" wide x 79" long vertical supports and three 11 gauge, 1.5" tall x 3" wide x 38.5" wide cross members located at the top, center and bottom of the door frame.

10.12. These supports are welded to the 12 gauge steel door panel.

10.13. The rear doors open and close via dual cam type ¾"OD x 3/16" wall thickness lock roads with keeper locks. (Note: a one piece spring assisted top hinged door is also available)

11. Dump Hoist

11.1. The box is powered hydraulically by a gear driven pump for dumping and incorporates the use of a Crysteel, or approved equal, scissor style lifting mechanism with double-acting twin 5" diameter x 27.25" stroke, precision hard chromed cylinder with a dump capacity of 26.6 tons at a 52 degree dump angle.

11.2. The hoist is powered up and powered down.

11.3. The rear dump hinge assembly is constructed of ½" thick steel with a 2-1/4" diameter pin.

11.4. The dump body control valve is located at the front of the unit and in clear view.

12. Hoist Hydraulics

12.1. The unit is equipped with a 10 gallon per minute gear driven pump mounted to the engine and is capable of delivering 3,000psi.

12.2. A 4-way hydraulic valve with a built-in adjustable ball spring relief valve controls the pump.

12.3. Heavy duty hydraulic hoses carry the fluid from the valve to the hoist cylinders and are located inside the chassis for protection.

12.4. A 12 quart hydraulic tank constructed of 1/8" thick steel is provide and is equipped with a fluid level site glass.

12.5. A hydraulic filter is located near the tank.

13. Belt Driven Blower

13.1. Power is transferred from the engine to the impeller via a 4-grooved Kevlar power band.

13.2. The power band is adjusted by raising & lowering the engine by simply turning the four 2" diameter engine supports.

13.3. The impeller shaft is a 2-1/4" diameter hardened shaft and is supported by two heavy duty four bolt flange bearings with double row, precision spherical roller bearings.

13.4. The bearings utilize an eccentric locking collar to lock to the shaft instead of set screws.

13.5. The bearings have a triple lip seal allows grease to purge and the Teflon seal prevents any foreign material from seeping into the bearings.

14. Blower Housing

14.1. The outer housing is constructed of 10 gauge welded steel with 7 gauge front and back plates.

14.2. A two piece slip in liner constructed of 1/4" abrasive resistant T1 steel is installed in the housing without the requirements of bolts.

14.3. The housing is equipped with a barrel style suction inlet which is located on the curb side.

14.4. The suction inlet pivots on two 1" diameter flange bearings allowing the inlet to rotate to operating position as well as travel position without opening the housing and exposing the impeller.

14.5. The suction inlets are mounted to the housing via 4 bolts for easy removal.

14.6. An inspection door is provided at the bottom of the housing allowing easy access to the housing and impeller.

14.7. A limit switch is located on the housing which shuts the engine down when the inspection door is opened or improperly closed.

14.8. The unit is rated at 22,000 CFM.

15. Suction Impeller

15.1. The unit utilizes a 32" diameter fan with six blades which are constructed of 3/8" thick abrasive resistant T1 steel with Brinell hardness of 400.

15.2. The backing plate is 1/4" thick with a tapered hub to provide a better fit to the shaft and also easier removal.

15.3. The impeller is completely stress relieved via Bonal stress relief technology and is balanced statically and dynamically.

16. Intake Hose

16.1. The unit is equipped with a 16" x 100 suction hose which connects directly to the barrel style suction inlet.

16.2. The hose is constructed of 3/8" thick heavy duty wire reinforced rubber and is equipped with a 16" round nozzle constructed of 12 gauge steel.

16.3. The intake hose shall pivot forward and lock to the tongue without having to remove the hose.

16.4. The hose locks to the tongue using a heavy duty half-moon shaped clamp constructed of 1/2" thick steel with a spring loaded over center latch with safety latch.

17. Hose Boom Hydraulics

17.1. The intake hose raises and lowers by an electric (DC) operated hydraulic pump with built in relief valve.

17.2. The pump is fully covered and protected by a steel guard.

17.3. Controls for the boom are located on the intake nozzle and the controls are 100% waterproof marine style switch that is encased in neoprene.

17.4. The boom arm is constructed of rectangular 3" tall x 2.5" wide steel and has a length of 56".

17.5. The arm attaches to the boom mast which has a 1.5" diameter x 14" long shaft that turns on two 1.5" diameter flange bearings providing effortless movement.

17.6. The mast has a 1/4" thick steel plate welded to the shaft where the boom arm and hydraulic cylinder attach.

17.7. The boom cylinder is a 1.5" diameter cylinder with 12" stroke length.

17.8. The unit can be equipped with a 3 axis hydraulic hose boom with will allow the unit to become a one man operation.

17.9. Boom movements include up/down, right/left and in/out by combining two hydraulic cylinders (up/down & in/out) with a geared sprocket drive for the left/right movement allowing the operator to place the suction hose in the desired location with a joystick.

18. Lighting

18.1. The unit is equipped with a license plate bracket and stop/tail lights with turn signal indicator.

18.2. Four combination stop/turn/tail lights are mounted on the rear bumper.

18.3. These lights use high impact sealed polycarbonate lens and housing with a socket assembly that cams out for easy bulb replacement.

18.4. Three 2.5" sonically sealed, round red marker lights are mounted at the center-rear of the chassis.

18.5. Two red, dual bulbs, oval corner marker lights with acrylic lens and ABC housing are mounted at the front corners of the trailer bed.

18.6. The top four corners of the box have armored lights with acrylic lenses and zinc plated steel housings.

18.7. These lights have red lenses in the rear of the unit and yellow in the front.

18.8. All electrical wiring and fuel lines are located under the trailer bed and protected by jackets.

18.9. The unit is equipped with two L.E.D. flashing strobe lights which are mounted to rear of the chassis.

18.10. The flashing strobe light has a sonically sealed, high impact polycarbonate lens and housing, ABS flange and PVC grommet.

18.11. The electronic flash module is to be epoxy sealed.

18.12. The L.E.D. flashing strobes are 5 times brighter than ordinary bulb type strobe lights and they come with a lifetime warranty.

19. <u>Paint/Hardware</u>

19.1. All metal parts of the unit are cleaned, primed with a rust inhibitor primer and painted white with 2 coats of automotive quality paint separately.

19.2. Once dried, each part is then assembled on the unit so that latches, bolts, nuts, wires, cables and grease fittings are not painted.

19.3. All latches, bolts and nuts are zinc plated for rust protection.

19.4. All bolts and nuts are grade 5 or better and all nuts are nylon lock nuts.

20. <u>Warranty (1-Year)</u>

20.1. Local parts and service must be provided within 25 miles, no exceptions.

GLOUCESTER TOWNSHIP

PROPOSAL PAGE FOR SUPPLY AND DELIVERY OF 25 CUBIC YARD TRAILER MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTOR

$ _____

IN WORDS _____

DELIVERY IN DAYS _____

EXCEPTIONS TO SPECIFICATIONS _____YES _____NO

DISTANCE TO LOCAL PARTS & SERVICE IN MILES _____

BIDDER IS LOCAL DEALER FOR PARTS, SERVICE & WARRANTY _____YES _____NO

Full firm name of Bidder _____
(Bidder must be local dealer for parts, service, and warranty)

Address _____

City_____State_____Zip Code _____

Phone Number _____ Fax Number _____

Signature of Bidder _____

List Any and All Exceptions

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.

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 EUQL 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, 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 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 indent 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, advertising the labor union of the contractor's commitment 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 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 principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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 purpose 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

_____
MAYOR

(Corporate Seal)
ATTEST:

_____
COMPANY

_____
SIGNATURE

_____
SIGNATURE

_____
TITLE

_____
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.