

SPECIFICATIONS FOR THE PURCHASE OF  
ONE (1) NEW CHASSIS WITH STAND UP RIGHT HAND DRIVE  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN



MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE:

SPECIFICATIONS # P.W.: 18-04

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

ONE (1) NEW CHASSIS WITH STAND UP RIGHT HAND DRIVE

BID SPECIFICATION NUMBER: PW: 18-04

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:

ONE (1) NEW CHASSIS WITH STAND UP RIGHT HAND DRIVE

DO NOT OPEN UNTIL: APRIL 11<sup>2018</sup> @ 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\_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

Notary public of \_\_\_\_\_

\_\_\_\_\_  
Signature

My commission expires \_\_\_\_\_

(Seal)

## INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

### QUALIFICATIONS OF BIDDERS

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

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

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

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

### PRESENTATION OF BIDS

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

### WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids.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

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

### FORM OF CONTRACT

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

**WE ARE 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 proceeding further.

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

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

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

## EXTRA WORK

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

## ADDITIONS OR DEDUCTIONS

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

## PROTECTION BY CONTRACTOR

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

## Gloucester Township MUA

### Chassis specification for 1 new chassis with stand up right hand drive

#### **Manufacturer's Productions Sheet:**

The successful vendor shall furnish one (1) copy of the actual Factory Production Sheet, for each unit furnished. The copies of the Production Sheet shall be submitted at the time of the Borough inspection of unit.

#### **General Instructions:**

No Dealer advertisements shall appear on the unit. **NO EXCEPTIONS.**

**Brake linings shall be non-asbestos.** The vendor awarded the contract is required to furnish certification, in writing, that the brakes **do not contain asbestos.** The certification shall be furnished to the Borough inspector at the time of inspection of the unit for delivery condition and compliance with specifications.

#### **Errors and Omissions:**

**Inadvertent omissions and/or errors which may require changes in the attached specifications must be brought to the attention of the Township Director of Central Purchasing before the bid submission date.** All questions shall be answered in writing, to all prospective bidders by addendum. Verbal responses shall not be binding.

Following the award, should the successful vendor discover and errors or omissions in the work undertaken and executed by him, he shall immediately notify the Director of Central Purchasing, who shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected thereby, he shall do so at his own risk. The work done shall not be considered as work done under and in performance of this agreement, unless and until approved and accepted in writing, by the Director of Central Purchasing.

It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.



**CHASIS CAB SPECIFICATIONS** – International Model #7500 SBA-6X4 (or an approved equivalent)

All standard and optional equipment listed shall be Original Equipment Manufacturer's (OEM) items when available. **NO EXCEPTIONS.**

**Dimensions:**

Wheelbase.....TBD by body company”  
Inches

Cab-To-Axle..... TBD by body company”  
Inches approx

Front axle to be setback 32” for better turning in tight areas and even weight distribution

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

GVWR.....62,000 lbs. (minimum)

Bumper to Back of Cab.....107” Inches

Shoulder Room.....71” Inches

Hip Room.....70” Inches

Door Width.....37” Inches

Cab Height, Interior.....56” Inches (minimum)

Cab Width.....82” Inches (minimum)

Overall Width.....80” Inches

Additions to the cab such as bubble roof to allow for head clearance, shall **not be accepted. NO EXCEPTIONS.**

**Compatibility Clause:**

The successful vendor shall be responsible to ensure compatibility with body components. **NO EXCEPTIONS.**

**Engine and Related Equipment:**

- Diesel – Cummins L9 SCR (6) cylinder 350 peak HP 1150 lb/ft @1400 RPM fully electronic, in-line turbocharged, air to air intercooler, wet sleeve, electronically controlled unit injectors.
- 350 peak HP (minimum), 1150 lb/ft torque @ 1400 RPM (minimum)
- Chassis must have current on board diagnostics.
- Block heater Phillips 120 volt/1000 watt
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 1228 square inch radiator and 1167 Sqin charged air cooler.

- EDIM heater hoses with heat shrink clamps to prevent cold coolant leaks (**NO EXCEPTIONS**)
- Fan Drive Horton Drivemaster “two speed” direct drive with residual torque device for disengaged fan speed with nylon fan blades (or and approved equivalent)
- Air cleaner, single element with dash mounted restriction indicator Donaldson (or and approved equivalent)
- Filters – primary fuel, oil
- Heated fuel/water separator thermostatic fuel temperature controlled electric heater includes standard equipment water-in-fuel sensor.(or an approved equivalent)
- Electronic engine speed control for PTO, remote mounted for body builder or future access
- Oil pan magnetic drain plug
- Engine shutdown system, automatic with the warning lights and alarm, oil pressure, coolant temperature and coolant level. System must include automatic 30 second override
- Anti-Freeze, (**extended life type**), -40°F protection, with “low coolant” level warning light and alarm

#### **Electrical System:**

- Computer controlled wiring system with self-diagnostics and data link connector in the cab for vehicle programming. Dash to have LCD screen to read out all fault codes
- Wiring shall be color coded and continuously numbered
- Jump Start Terminal – remote mounted with clear access (vehicles requiring the removal of the battery box cover or connections of jumper cables directly to battery studs will not be considered)
- Cigar lighter to be supplied
- Power source cigar type receptacle without plug and card
- Jump Start terminal-remote mounted with clear access(vehicles requiring the removal of the battery box cover or connection to jumper cables directly to battery studs will not be considered.
- Batteries – (3) 12 volt, 1950 CCA (minimum) (or an approved equivalent).  
NOTE: Battery mounting shall not interfere with the installation of hydraulic and body components. The battery box shall have a plastic or aluminum protective lid and shall be mounted under the driver side of the cab.
- Alternator – 36SI Delco Remi brushless 12 volt 165 amp (minimum) pad mounted (or an approved equivalent)
- Lights – Cab Maker, (5) LED type
  - Headlamp, (2) Halogen
  - Daytime running, (2)
  - Directional Marker, (2) Front Corner of Hood, (2) Top of Fender (Amber front/rear)

Tail with integral stop, turn, backup and license plate (2)

Interior Dome, door activated.

**NOTE:** The vehicles exterior lighting system, including headlamp, tail  
And marker lights, must automatically activate whenever the  
Wiper switch is engaged (**NO EXCEPTIONS**)

- Flasher – 40 amp, rated no load, solid state flasher with self protection and self diagnostics
- Turn Signal Switch – electronic, with “flash-to-pass” feature
- Circuit Protectors – manual reset, SAE Type III, with trip indicators
- Body Builder Electrical Connector – connection plug is to be located at the rear of frame for body builder connection to stop, tail, turn and marker light circuits, ignition controlled auxiliary feed and ground. **NOTE: The body builder will not be permitted to splice into any chassis wiring harness.**
- Back-up Alarm – chassis supplied, 102 DBA
- **Note body builder will not be permitted to splice into any chassis wiring harness**
- 2-way radio wiring effects factory installed. Wiring should have a 20 amp fuse protection includes ignition wire with a 5 amp fuse wire ends heat shrink and routed to center of header console in cab
- Clearance marker lights to be L.E.D
- Windshield wiper speed control will force wipers to slowest intermittent speed when park brake is set and wipers on.
- Head lights will automatically turn on if windshield wipers are turned on.
- Test exterior lights, pre-trip inspection will cycle all exterior lamps except back-up lights.
- Parking brake alarm- Electric horn to sound in a repetitive manner when vehicle park brake is “NOT” set with ignition off and any door opened.
- Body builder circuits, six (6) body circuits switches shall supplied in the instrument panel with one (1) weather protected power module mounted at rear of cab. The power module is to be six (6) channels capable, 20 amps per channel, 80 amp max output. The dash switches are to control the power module. The dash mounted switches must be back-lighted.

### **Exhaust System:**

- EXHAUST SYSTEM Switchback Vertical Aftertreatment Device, Dual Cans, Frame Mounted Left & Right Side; Includes Single Vertical Tail Pipe & Dual Guards

### **Frame:**

- Main Frame – 10.125” inches x 3.580” inches x .312” inches 120,000 PSI
- Reinforcement-total dimensions with reinforcement 10.813” inches x 3.892” inches x .312 inches, 120,000 PSI. Reinforcement must be full “C” channel reinforcement, one piece, extending the entire length of the main frame rail
- Front tow hooks

- 31.72 section modulus (minimum) – 3,806,400 RBM's (minimum)
- 2 rear tow hooks.
- Front Bumper – full width steel with swept-back ends **.NOTE: The body builder shall not weld to or “burn” holes in the bumper.**

**Fuel Tank:**

- 50 gallon capacity, non polished round aluminum mounted on the right side behind the cab, (minimum)
- DEF tank to be heated and 5 gallon min mounted back of cab left side.

**Transmission:**

- Automatic – 5-speed Allison Model 3000 RDS-P (or an approved equivalent)
- PTO Provisions (**NO EXCEPTIONS**)
- Input/Output electrical connection provisions must be provided for dump and salt spreading applications
- Synthetic Lube – Transynd (or an approved equivalent)
- Transmission Oil Temperature Gauge, dash mounted
- Transmission Oil Level Sensor, with readout at shift selector
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control, Push Button Type – dash mounted (**NO EXCEPTIONS**)

**Front Axle and Related Equipment:**

- 18,000 lbs. capacity Meritor MFS 18-133A (or an approve equivalent)
- Wide Track, 71.5” king pin center. . Front axle shall be set back configuration.
- Wheel Seals, oil lubricated, includes wheel bearings
- Shock Absorbers
- Spring Pins, rubber bushed, maintenance free
- Drag Link and Tie Rods, greaseable
- Power Steering – gear driven

**Rear Axle and Related Equipment:**

- 46,000 lbs. capacity – Meritor RT-46-164P single reduction standard track 46,000 lb capacity with “R” wheel ends. Both rear rear and forward rear to have driver controlled locking differential.
- Ratio – vehicle shall be geared to obtain a speed of approximately 70 MPH and shall be programmed not to exceed 65 MPH.
- Magnetic Oil Drain Plug
- Wheel Seals
- Synthetic Lubrication, factory installed

**Suspension, Front:**

- 18,000 lbs. capacity, Parabolic springs with shock absorber.

**Suspension, Rear:**

- Rear suspension to be Hendrickson HMX-460-54 walking beam type with 54 axle spacing 46,000 lb capacity with rubber end bushings and transverse torque rods..(or an approved equivalent)

**Drive Shaft:**

- Heavy duty
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**Brake System and Related Equipment:**

- Anti-Lock Brake System – Four channel control full vehicle control system **NO EXCEPTIONS**)
- Air Brakes – Front, Cam Type 16.5” Inches x 6” Inches  
Rear, Cam Type 16.5” Inches x 7” Inches  
Compressor – 13.2 CFM, Gear Driven, with air supply piped from air cleaner  
Automatic Slack Adjusters, front & rear
- Brake Lines – all color coded nylon
- Manual Drain Cocks
- Dual Air Pressure Gauges
- Low Air Pressure Warning Light and Alarm
- Air Activated, Spring Loaded Parking Brake, with dash mounted control
- Air Dryer, Heated, Meritor Wabco System Saver 1200 (or an approved equivalent)
- Drain valve bendix DV-2 with heater for wet air tank

**NOTE: All brake lining material shall be non-asbestos. The successful vendor shall be required to furnish certification from the manufacturer stating that all brake linings are non-asbestos. NO EXCEPTIONS.**

**Cab and Related Equipment for right hand drive:**

- Conventional Style Cab, galvanized steel, with tilting three (3) piece construction hood, and stationary grille. Fenders are to be replaceable, independently of hood.
- Cab to have LaBrieModifications stand up right hand drive
- Cab Air Ride Suspension with shock absorber
- Injection Molded TPO (or an approved equivalent) Fender Extensions – extensions are not to be glued to hood assembly, but rather shall be attached with removable screws or other hardware.
- Grille Assembly – bright finished and stationary
- Radiator Stone Guard – aluminum mesh type, stone guard mounted between grille and radiator
- Horn – both dual electric and air horn shall be provided. Horn activation shall be located on the steering wheel for both. **NOTE: The air horn shall be mounted under the hood – cab roof mounting is not acceptable**
- Glass – all cab glass shall be tinted. Vent windows shall be provided, and must pivot open.

- Body Builder Pass Through – a knockout opening shall be provided in the cab floor for the body builder
- Mirrors – Two (2) Rectangular Heads, approximately 16” inches x 7” inches, with additional integral convex mirrors, mounted on a “breakaway” type “C” bracket. Both the main and convex mirrors are to be heated and thermostatically controlled. Both main mirror heads on each side to power with controls mounted in the center of the dash. An additional 6”x 10” inches “look-down” convex mirror is to be mounted on the upper right side mirror bracket. This mirror shall be located in such a manner as to view the area directly at or below the passenger side door.
- Mirrors must be break away type mirrors **NOTE: No exceptions**
- All mirror bracket must be powder coated
- Radio- AM/FM with weather band
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)
- Gauges – air pressure (2), oil pressure, voltmeter, engine coolant temperature, fuel, hour meter, tachometer, transmission oil temperature, odometer, trip hours, trip miles.
- Warning Lights and Alarms – Low air pressure, low fuel, low oil pressure, low coolant level, high coolant temperature, low battery voltage, low windshield wiper fluid
- Grab Handles – entry assist, located inside the cab, left and right. Seating – Driver – National Air Suspension (or an approved equivalent) vinyl high back with integral headrest fully adjustable and with air operated lumbar support. Passenger single man for stand up right hand drive, vinyl.
- Air conditioner, Heater/Defroster/ chassis manufacturer installed
- Air condition to have built in shut down system to control damage incase of a failure
- Seat belts to be safety orange
- Filter minder dash mounted
- Sun visors – right and left with center extenders
- Overhead Console – with dual storage pockets
- Full Headliner and Padded Door Panels
- Adjustable Steering Column – infinite position type
- Cab Interior – manufacturer’s standard, City color preference is gray.

**NOTE: Cab shall also include all manufacturers’ standard equipment.**

**Tires and Wheels:**

Front –315/80R22.55 Tubeless type, Radial Load, Range L(20 Ply), Highway Tread (or an approved equivalent), Disc, 8.25” inches x 22.5” inches power coat “White” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 11R22.5 Tubeless type, Radial Load, Range H (14 Ply), Mud and Snow (or an approved equivalent), Disc, 8.25” inches x 22.5” inches power coat “white” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs

**Paint:**

All painting shall be done in conjunction with manufacturer’s specifications. Cab shall be painted with a high quality, high solid, base coat and clear polyurethane overcoat. The wheels shall be powder coat painted. **NO EXCEPTIONS.** Paint shall be applied at the factory. Aftermarket refinishing will not be accepted. **NO EXCEPTIONS.**

Exterior Color: City supplied, Sikkens base coat clear coat (or an approved equivalent)

Chassis Color: Black

Wheels: Powder Coat

**EXCEPTIONS:**

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**Service Manuals:**

A complete set of service, parts and wiring diagrams shall be supplied with total order in CD-ROM form. One (1) owner’s manual shall be in each chassis cab.

**EXCEPTIONS:**

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**Delivery:**

The units shall be delivered F.O.B. to a subcontractor’s facility as designated by the Borough, after pilot model approval. The units shall receive **all** pre-delivery preparation at eh successful vendor’s facility, **prior** to final delivery to the Township. The successful vendor shall be responsible for final deliveries to the Borough. The body builder shall be responsible to deliver units to successful vendor’s facility.

**EXCEPTIONS:**

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**Parts & Supplies:**

The successful bidder shall supply a list of recommended parts and supplies which the Borough should stock at a Central Warehouse. The list shall be prepared for the first through the eighth years of operation. The list shall include part number, quantity, description, price and possible source of supply.

**EXCEPTIONS:**

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**Dealer Network:**

The successful bidder shall supply a list of authorized service facilities for heavy duty trucks which are near the Borough maintenance facility

**EXCEPTIONS:**

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**Warranties:**

All units delivered must be guaranteed to be free from defects in materials, design and workmanship for 1 years/unlimited miles from date of final delivery excluding normal wear items. Engine warranty to be 60 Months/200,000 Miles (320,000 km) Includes Engine Electronics and Injectors; for Cummins L9. Frame rail are to have a 7 year warranty (warranty to cover frame rails cross members and brackets) 100% parts and labor. **NO EXCEPTIONS.**

**EXCEPTIONS:**

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Section I					
<u>Recycling Equipment Body Specifications</u>					
Expert Helping Hand or equal					
<u>A- Body capacity 37 YARD</u>					
Must Have drop frame Provision (NO EXCEPTION )					
				YES	NO
1	The body has a rounded shape enhancing resistance to deformation, durability and better legal payload.				
2	The body capacity, excluding the receiving hopper, is:	31	cu. yd.		
3	The hopper has a capacity of:	4	cu. yd.		
4	The tailgate has a capacity of:	6	cu. yd.		
<u>B- Body dimensions</u>					
1	Body is curved, taper and adapted to manual, semi-automated and automated garbage collection.				
2	Overall body length, including hopper and tailgate is:	322	in		
3	Overall body height above frame is:	101	in		
4	Overall body width is:	96	in		
5	Inside body width at front is:	78	in		
6	Inside body width at rear is:	89.125	in		
7	Width tapering is:	11.125	in		
8	Inside body height at front is:	89	in		
9	Inside body height at rear is:	93.125	in		
10	Height tapering is:	4.125	in		
<u>C- Body floor construction</u>					
1	An abrasion resistant slope floor is taper and the slope angle is:	21	°		
2	Slope floor steel grade is: Hardox 450				
3	Slope floor thickness is:	1/4	in		
4	Slope floor yield strength is:	190 000	PSI		
5	Slope floor wear plate steel grade is:	Hardox-500			
6	Slope floor wear plate thickness is:	1/4	in		
7	Slope floor wear plate yield strength is:	188 000	PSI		
8	Body floor is curved avoiding material fall back on the hopper.				
9	Floor abrasion resistant steel grade is:	A-572 GR50			
10	Body floor thickness is:	3/16	in		
11	Body floor yield strength is:	50000	PSI		
12	Long sills are made from:	HSS TUBING			
13	Long sills dimensions is:	6X2X3/8	in		
14	Long sills steel grade is:	A-500 C GRADE			
15	Long sills yield strength is:	50 000	PSI		

16	Number of sills under floor is:	2			
	<b><u>D- Body side walls construction</u></b>				
1	The side walls is rounded improving resistance and featuring lightness.				
2	Lower body side walls steel grade is:	A-715 GR 80			
3	Lower body side walls thickness is:	10	ga		
4	Lower body side walls yield strength is:	80 000	PSI		
5	Upper body side walls steel grade is:	A-715 GR 80			
6	Upper body side walls thickness is:	12	ga		
7	Upper body side walls yield strength is:	80 000	PSI		
8	The wall surface is a self-rounded shape.				
9	Upper wall design is rounded to improve the response to compression and bending stresses when body is full. Upper wall design is rounded to improve the response to compression and bending stresses when body is full.				
	<b><u>E- Body roof construction</u></b>				
1	Body roof is rounded and made of high yield steel ensuring strength when material is packing against it.				
2	Roof structural channel steel grade is:	A-715 GR80			
3	Roof thickness is:	12	ga		
4	Roof yield strength is:	80 000	PSI		
	<b><u>F- Hopper dimensions and construction</u></b>				
				YES	NO
1	A large hopper offers a volume of not less than:	4	cu. yd.		
2	Hopper depth is:	18	in		
3	Hopper width is:	72	in		
4	Hopper length is:	60	in		
5	Hopper height, at front, from bottom to canopy is:	105.5	in		
6	Hopper height, at rear from bottom to canopy is:	107	in		
7	Hopper floor steel grade is:	S-107			
8	Hopper floor thickness is:	3/16	in		
9	Hopper floor yield strength is:	65 000	PSI		
10	Hopper floor wear plate steel grade is:	Harddox 450			
11	Hopper floor wear plate thickness is:	1/4	in		
12	Hopper floor wear plate yield strength is:	200 000	PSI		
13	Side abrasion resistant steel grade is:	S-107			
14	Hopper side walls steel grade is:	Harddox 450			
15	Hopper side walls thickness is:	3/16			
16	Hopper side walls yield strength is:	65 000			
17	Two body windows of expanded metal are installed in				

	front of body wall to indicate when body is full.				
18	Body windows dimensions are:	8 X 8	in		
19	Maximum loading height above chassis frame is:	5.5	in		
20	Canopy steel grade is:	A-569			
21	Canopy steel thickness is:	14	ga		
22	Body front wall lower section steel grade is:	A-572 GR50			
23	Steel thickness of body front wall lower section is:	3/16	in		
23	Body front wall upper section steel grade is:	A-715 GR80			
24	Steel thickness of body front wall upper section is:	12	ga		
25	Hopper front wall steel grade is:	A-569			
26	Steel thickness of hopper front wall is:	14	ga		
27	Right-hand side sump box capacity is:	8	gal		
28	Left-hand side sump box capacity is:	12	gal		
29	Sump boxes doors dimensions are:	18 X 22.5	in		
30	Sealed level above sump box floor is:	17	in		
31	Floating panels steel grade is:	S-107			
32	Floating panels thickness is:	3/16	ga		
33	Floating panels yield strength is:	65000	PSI		
34	Floating panels dimensions are:	35 5/8 x 63 7/8	in		
35	Breaker bar steel grade is:	A-500 Grade C			
36	Breaker bar thickness is:	3/8	in		
37	Breaker bar yield strength is:	50,000	PSI		
38	Breaker bar dimensions are:	06 x 71	in		
38	Length from packer face to breaker bar is:	40 5/8	in		
	<b><u>G- Hopper doors</u></b>				
1	Hopper loading area is completely enclosed with a right and left hand side doors.				
2	Doors are held open or close with locks and wear pillow.				
3	Left hopper door dimensions is:	71 X 73	in		
4	Right hopper door dimension is:	71 X 73	in		
5	Hopper door steel is:	A-569			
6	Hopper door steel thickness is:	14	ga		
7	Roll carts volume that the opening can accept is:	290	gal		
8	<b>Right side split Dutch door</b>				
	<b><u>H- Rear tailgate</u></b>				
1	Slow moving emblem on tailgate				
2	The tailgate is hydraulically operated, bustle type complete with automatic hydraulic lock mechanism, ensuring resistance when material is packing against it.				

3	The tailgate is hydraulically operated, bustle type complete with automatic hydraulic lock mechanism, ensuring resistance when material is packing against it. A safety pin is provided to hold the lock mechanism to prevent an accidental opening.				
4	Tailgate steel grade is:	A-715 GR 80			
5	Tailgate skin thickness is:	12	ga		
6	Tailgate yield strength is:	80 000	PSI		
7	Tailgate hinge pin steel is:	Casting steel 8630			
8	Tailgate hinge pin surface treatment is:	Melonite QPQ			
9	Tailgate hinge pins diameter is:	1 1/4	in		
10	The number of cylinders operating the tailgate is:	2			
11	Tailgate cylinder bore diameter is:	2 1/2	in		
12	Tailgate cylinder rod diameter is:	1 3/4	in		
13	Tailgate cylinder rod surface treatment is:	Chrome-plated			
14	Tailgate cylinder stroke is:	39	in		
15	Tailgate cycle time at idle is:	39	sec		
16	Rubber seal is installed to prevent liquid leakage and banging on back of body, on whole width of the bottom and each side to a height of:	30	in		
17	Manual control valve in cab is installed with safety lock to prevent accidental activation.				
18	A light and audible alarm in cab are provided to indicate when tailgate is unlocked.				
19	Tailgate safety prop is provided and assure an opening of:	24	in		
20	Tailgate hydraulic line is equipped with flow restrictor to prevent sudden descent.				
21	The tailgate opening angle is not less than (above horizontal):	45°			
22	Tailgate Length:	33	in		
23	Tailgate top frame steel is:	S-107			
24	Tailgate top frame thickness is:	3/16	in		
25	Tailgate bottom frame steel is:	50W			
26	Tailgate bottom frame thickness is:	1/4	in		
27	Tailgate side frame steel is:	S-107			
28	Tailgate side frame thickness is:	3/16	in		
	<b><u>I- Packer</u></b>				
1	The packer is built so that packing area produce a pressure on garbage of:	60	PSI		
2	The packer is guided by 2 rails on which wear plates are welded.				
3	Rail wear plates steel grade is:	AR-500			
4	Rail wear plates thickness is:	1/4	in		
5	Rail wear plates yield strength is:	200 000	PSI		

6	Rail dimensions are:	3 1/2 x 2 3/16	in		
7	Packer underside wear shoes steel grade is:	AR-425			
8	Packer underside wear shoes thickness is:	3/8	in		
9	Packer underside wear plates yield strength is:	190 000	PSI		
10	Packer topside wear shoes steel grade is:	AR-425			
11	Packer topside wear shoes thickness is:	1/2	in		
12	Packer topside wear plates yield strength is:	190 000	PSI		
13	Packer is operated by 2 double-acting cylinders.				
14	Cylinder bore diameter is:	4	in		
15	Cylinder rod diameter is:	2 1/2	in		
16	Cylinders force is:	75 400	lbf		
17	Packer force on garbage is:	67 400	lbf		
18	Maximum compaction of refuse is:	850 lbs	/cu. yd.		
19	Cylinder stroke is:	40	in		
20	Inside width of packing ram is:	72	in		
21	Inside height of packing ram is:	18	in		
22	Packing ram stroke is:	52	in		
23	Packing ram top steel grade is:	S-107			
24	Packing ram top thickness is:	1/4	in		
25	Packing ram top yield strength is:	65 000	PSI		
26	Packing face plate steel grade is:	S-107			
27	Packing face plate thickness is:	1/4	in		
28	Packing face plate yield strength is:	65 000	PSI		
29	Packing ram swept volume is:	1.44	cu. yd.		
30	Penetration of the ram into body is:	12	in		
31	Packer ram cycle time is:	12 sec @ 1200	RPM		
32	The packer is unitized, integral with body.				
33	Packer is reinforced with a combination of structural members for maximum rigidity.				
34	The electric buttons drive an air actuator to power the packer hydraulic valve.				
35	Packer controls consist of start, retract, emergency stop and engine speed-up (High Idle).				
36	Emergency red button is provided to stop packer ram movement at any time.				
37	One complete set of packer controls located on R.H. side and inside the cab is provided.				
38	Accelerator switch is located in cab.				
39	Control buttons are heavy duty, industrial type, color coded, corrosion proof and weather resistant.				
40	Packer length (including following panels) is:	55	in		
41	Packer control red button diameter is:	3	in		
42	Packer control others buttons diameter is:	1.5	in		
43	Packer cylinder pins steel is:	Casting steel 8630			
44	Packer cylinder pins surface treatment is:	Melonite QPQ			
45	Packer cylinder pins diameter is:	1 3/4	in		

46	Packer cylinder pins are easily grease by sump doors.			
47	Following panel steel grade is:	S-107		
48	Following panel thickness is:	3/16	in	
49	Following panel yield strength is:	65000	PSI	
50	Following panel dimensions are:	35 5/8 x 63 7/8	in	
	<b><u>J- Crusher panel</u></b>			
1	A crusher panel is installed on the front wall of the body to optimize the compaction of the material and to facilitate the transfer into the body.			
2	Crusher panel steel grade is:	A-715 GR80		
3	Crusher panel thickness is:	10	ga	
4	Crusher panel yield strength is:	80 000	PSI	
5	Crusher panel dimensions are:	51 x 46	in	
6	Crusher panel is operated by 1 cylinder.			
7	Crusher panel cylinder rod is:	Chrome-plated		
8	Crusher panel cylinder bore diameter is:	2	in	
9	Crusher panel cylinder rod diameter is:	1 1/2	in	
10	Crusher panel cylinder stroke is:	14 1/2	in	
11	Two rubber strips 6" wide is attached to crusher panel.			
12	Hydraulic protection is supplied to prevent packing on top of the ram.			
13	Crusher panel cylinder pins steel is:	Cold-roll Stress proof		
14	Crusher panel cylinder pins surface treatment is:	Melonite PQP		
15	Crusher panel cylinder pins diameter:	1	in	
16	Crusher panel cycle time is:	5	sec	
	<b><u>K- Hydraulic system</u></b>			
1	Transmission mounted pump			
2	The hydraulic system is designed to ensure easy maintenance.			
3	The hydraulic pressure line is made up of a Denison relief valve			
4	R5P: including vent valve VV01 with a 12 volts DC in line mounted solenoid which divert the flow back to tank when pump is not engaged, and a flow control which divert the excess flow back to tank over 45 gpm.			
5	The standard dual vane pump deliver to arm :	16 gpm @ 700	RPM	
6	The standard dual vane pump deliver to other systems :	20 gpm @ 700	RPM	
7	ARM working pressure (Relief valve adjustment) is:	3000	PSI	
8	System working pressure (Relief valve adjustment) is:	3000	PSI	
9	Reservoir capacity for conventional cab is:	65	gal	
10	Reservoir capacity for cab over is:	71	gal	

11	Maximum quantity of oil in hydraulic reservoir for conventional cab is:	52	gal		
12	Maximum quantity of oil in hydraulic saddle tank is:	57	gal		
13	The hydraulic reservoir is equipped with magnetic drain plug, oil level sight gauge and shut-off valves in suction line and check valve on return.				
14	The return line filter capacity is:	150	gpm		
15	Nominal filtration rating is:	7	micron		
16	The suction line strainer capacity is:	100	gpm		
17	Suction line strainer size is:	100	mesh		
18	Beta filtration ratio per ISO 16889 is:	200			
19	The return line filter is located in tank.				
20	The return line filter have a derivation valve and a differential pressure indicator.				
21	The return line filter derivation valve cracking pressure is:	25	PSI		
22	Reservoir has an inspection and clean out cover.				
23	The hydraulic tank is pressurized for conventional cab.				
24	The hydraulic tank for cab over vent is:	10	μm		
25	Fourth braided wire hoses are used on the pressure side and all other hoses are double braided wire; high burst capacity and reinforced with nylon wrap to prevent chafing.				
26	Hydraulic tubing is extensively used where flexibility is not needed.				
27	All pipes are zinc coated to prevent corrosion.				
28	All hydraulic tubing is securely clamped to prevent vibration, abrasion and excessive noise.				
29	All hydraulic hoses conform to S.A.E. standards for designed pressure.				
30	Bends are not less than recommended by S.A.E. standards.				
31	Hydraulic system operates at an acceptable temperature without the need for external hydraulic oil cooling devices.				
32	Quick disconnect fittings are provided so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings.				
33	High flex hydraulic hoses are used at hinge point.				
34	Hydraulic tank is baffled.				
35	Hydraulic pump driving shaft is:	HD Spicer	(1310)		
	<b><u>L- Body lifting mechanism</u></b>				
1	The hoist cylinder is centrally front mounted with outer cover and bottom lifting for greater stability of the tipped body.				
2	Body is raised by one single acting front mounted telescopic cylinder with:	5	sections		
3	Telescopic cylinder rods surface treatment is:	Nitrated			

4	Cylinder stroke is:	204	in		
5	Lifting capacity is:	99550	lbs		
6	Body cylinder bore diameter is:	6 1/2	in		
7	Body dump angle is:	46.5	°		
8	Body lifting cycle time is:	70 sec @ 850	RPM		
9	The air joystick with safety lock is installed in cab.(movable )				
10	A light and audible alarm in cab are provided to indicate when body is raised and are activated until it is not completely down.				
11	Safety prop is supplied to support the empty body in the raised position for safe maintenance.				
	<b><u>M- Electrical system</u></b>				
1	MULTIPLEX WITH ON BOARD DIAGNOSTICS				
2	All stop, directional, tail, backup and clearance lights are LED lights, recessed mount and watertight or equivalent.				
3	Mid-body turn signals is standard equipment.				
4	All lights are provided following CMVSS and FMVSS #108.				
5	Rear lights are integrated in lower light box				
6	Back-up alarm is provided.				
7	Limit switches are heavy duty, industrial type, water tight with adjustable arm and over travel to prevent damage.				
8	Wiring is color coded and numbered.				
9	Circuit breakers are manually resettable in console.				
10	Wiring conforms to:	SAEJ1128			
11	Electrical splices are welded and covered with shrinking tube, in certain places, splices are set and covered with a shrinking tube with epoxy sealant.				
12	All electric wires are covered by a plastic shield.				
13	Rear and front mounted alternating flashing lights				
	<b><u>N- Accessories</u></b>				
1	Rear center mounted Whelan light bar				
2	Steel mud guards are supplied in front of rear axle.				
3	Rubber mud guards with chain are supplied behind rear axle.				
4	Triple camera system (hopper / rear tailgate / arm)				
5	Spill kit / body mounted curb side				
6	Movable Joy Stick control				
	<b><u>O- Painting</u></b>				
1	The truck shall be properly cleaned and free from all dirt and grease.				

2	Body and hopper are steel grit blasted.				
3	One coat (0,002") of urethane primer (DuPont) is applied.				
4	The finish coat (0,002") of urethane paint is:	IMRON Elite (DuPont)			
5	Rust protection is applied in body cavity.				
6	Most bolt-on parts are powder gray painted.				
	<b><u>P- Manuals</u></b>				
1	Parts, service and operator's manuals are supplied.				
	<b><u>Q- Lubrication</u></b>				
1	All body hinges, cylinder rod ends, cylinder base trunnions and pivot points are supplied with grease fittings.				
2	All packer grease fittings are easily accessible.				
3	A grease chart is supplied.				
4	Hopper and sump door hinges are greaseless.				
	<b><u>R- Warranty</u></b>				
1	Length of warranty on parts and labor is not less than:	2	year		
2	Length of warranty on body hydraulic cylinders, hoses and pump is not less than:	2	years		
	<b><u>S- Certification</u></b>				
1	The body manufacturer is certified ISO 9001.				
2	All internal inspection documents such as intermediate inspection booklets made at the body manufacturer are available and filed for every vehicle.				
	<b><u>T- Controls and button characteristics</u></b>				
1	Tailgate control is:	Pneumatic			
2	Tailgate control is equipped with safety lock.				
3	Body lifting control is:	Pneumatic			
4	Body lifting control is equipped with safety lock.				
5	Pump activation control is:	Electric			
6	Packer control is:	Electric			
7	Crusher pannel is:	Hydraulic			
	<b><u>U- Noise level</u></b>				
1	Noise level at idle speed at 20'	72 dBA			

2	Noise level at 1100 RPM at 20'	74 dBA			
3	Noise level with packer activation at 20'	76 dBA			
4	Noise level inside cab of international 7400 at 1100 RPM	83 dBA @ 1100 RPM 85 dBA @ 800 RPM			
	<b><u>V- Cart lifting mechanism</u></b>				
	<b>Frame mounted arms are not acceptable</b>				
1	Cart lifting mechanism is hydraulically operated and activated by a joystick in the cab.				
2	Remote joy stick that can be moved from left to right cart lifting mechanism.				
3	Minimum bin size accepted by lifting mechanism is:	32	gal		
4	Maximum bin size accepted by lifting mechanism is:	95	gal		
5	Maximum lifting capacity at maximum reach is:	400	lbs		
6	Vertical dump height is:	89	in		
7	Maximum horizontal reach from side of vehicle is:10 foot	120	in		
8	Minimum horizontal reach from side of vehicle is:	0	in		
9	Lifting mechanism cycle time at minimum reach is:	8	sec		
10	Lifting mechanism cycle time at maximum reach is:	18	sec		
11	Unit weight without grab and oil but including valve is:	1 260	lbs		
12	Flow to Helping Hand from the flow control is:	20 gpm @ 700	RPM		
13	Maximum operating pressure is:	2 000	PSI		
14	The length of warranty on the automated arm and its cylinders is:	1	year		
15	Multi line lube system installed				
	<b>Section II</b>				
	<b>A. RIGHT SIDE CHASSIS CAB CONVERSION</b>			<b>YES</b>	<b>NO</b>
1	Chassis manufacturer's right side door is removed.				
2	Right side of cab is extended for stand up drive. and right side safety bar				
3	Folding door opening is :				
a)	width : 24.5"				
b)	height : 78"				
4	Maximum step height is 18" on right hand side.				
5	Dual driving Left side sit /right side stand up controls complete with back rest on right hand with movable joy stick control				
6	Auxiliary right hand steering box				
7	8" "bus type" mirrors are installed at front on both fenders.				
8	All controls, gauges and accessories required for				

	safe operation of vehicle include the following :				
a)	A) Foot throttle				
b)	B) Air operated foot brake				
c)	C) Air toggle switch to apply service brakes located on right side.				
9	Auxiliary right side heat and glove warmer				
10	Right side gauge package				
11	2 " floor right side only				
12	Dual defroster fans				
13	MAN SAVER RESTRAINT BAR				
14	The cab conversion is warranted by vendor not less than	1	Year		

**General Description: OnBoard System as manufactured by AMCS Group Inc. of Oxford, PA.**

**This specification has been selected for the following reasons:**

- (1) Durability**
- (2) Stability in windy conditions**
- (3) System wide aesthetics (all sizes the same basic design)**
- (4) Real-Time data**
- (5) Remote Monitoring**
- (6) OnBoard Software**
- (7) Back Office Software**

**1. Manufacturing Process and Materials:**

**Each OnBoard System shall consist of a UHF RFID reader, Antenna, OBC, GSM Modem & Proximity Sensor(s). The OnBoard System will be supported with Back Office Software and Remote Monitoring Capabilities. The ability to connect to the OnBoard System remotely will be required to access diagnostics and fault logging.**

**A. Manufacturing Process: Each OnBoard System must be designed in-house by the supplier.**

**2. Truck Equipment:**

**The Truck Equipment must adhere to the following standards:**

**OnBoard System:**

- A. Ruggedized OnBoard Computer to capture all inputs from truck equipment.**
- B. The OnBoard System must have GPRS wireless communications capabilities to enable 2-way communication between the truck and the back office.**
- C. The OnBoard System must have a GPS antenna to track the truck's course and plot the position of all collections**
- D. The OnBoard System must have configurable business rules to help define collection cycles and implement business processes including but not limited to:
  - 1. Send/Receive Frequencies**
  - 2. GPS Matching**
  - 3. Container Identification Rules - Cycle Start, Dump Confirm, Cycle Stop**
  - 4. Sensor Failure Resilience**
  - 5. Remote Diagnostics & Fault Logging****
- E. The OnBoard System must have real-time remote system monitoring capabilities. Support Teams must be able to dial into the truck every day to review system performance.**
- F. RFID Reader must provide the following I/Os:
  - 1. Power Indicator****

2. RFID Tag Reading Indicator
  3. Multiple Antenna Support
  4. Multiple Sensor Support
  5. It must be IP68 rated
- G. The OnBoard System must also contain an RFID Antenna, GSM Antenna & Proximity Sensor(s)

3. Equivalent Bids:

Specific manufacturers, models and brand names are mentioned in these specifications to establish the level of quality sought by Gloucester Twp, NJ. Manufacturers, models and items of equivalent or greater quality may be substituted and so noted in writing on the applicable exception sheets. The burden of proof as to the equality of any substitution shall be the bidder's responsibility.

2.4 DROP FRAME:

- Chassis is dropped by 14 1/2" from top of frame rail
- Top length of the drop is 116 7/8"
- Drop frame shall be made in factory by body builder for wheel base optimization and the gap between cab and body is kept to the minimum length to reduce overall length of the unit
- Drop frame parts are fully welded, *huck bolts are not accepted on drop frame structure*
- Parts welded to the initial frame are made from steel 50W or better All reinforcing parts are welded with FCAW process
- Final RBM and section modulus to exceed the initial frame rating.
- Minimum of 5 cross-members are required (excluding suspension cross-members).
- Driveshaft length is modified and balanced, and a complete alignment is processed as per transmission manufacturer specifications.
- Chassis is sandblasted and painted original color after drop frame modification
- Suspension retainers are replaced with similar components if removed during the modification process

## 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 statutes and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.
8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

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

Submitted By:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Subscribed and Sworn to

before me on the \_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
My Commission Expires:

(Seal)

(REVISED 4/10)

EXHIBIT A

MANDATORY 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 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, 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](http://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 \_\_\_\_\_

\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Name of Company)

My Commission Expires:

(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/leg/lpcl/busregis/bus](http://www.nj.gov/dca/leg/lpcl/busregis/bus) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

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

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

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

Subscribed and Sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of

My Commission Expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or Print Name)

**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 than the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

P.L. 1975, c. 127, as amended and supplemented from time-to-time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within(3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
  1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
  2. To notify any minority workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

4. To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure consistency with the applicable State and Federal 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

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

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Name & Title Type or Print)

My Commission Expires) \_\_\_\_\_ 20\_\_\_\_\_

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

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

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

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

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