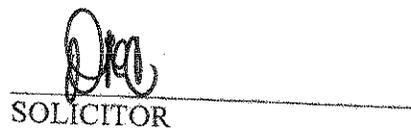


SPECIFICATIONS FOR THE PURCHASE OF  
TWO (2) 2019 3 YARD DUMP TRUCKS WITH PLOWS AND SPREADERS  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN

  
MAYOR

  
DEPARTMENT HEAD

  
BUSINESS ADMINISTRATOR

  
SOLICITOR

BID OPENING DATE:

SPECIFICATIONS # P.W.: 19-04

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

PURCHASE OF TWO (2) 2019 3 YARD DUMP TRUCKS WITH  
PLOWS AND SPREADERS

BID SPECIFICATION NUMBER: PW: 19-04

Will be received no later than 10:15am prevailing time on June 19, 2019, Municipal Building  
1261 Chews Landing Road, Laurel Springs, New Jersey 08021

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

PURCHASE OF TWO (2) 2019 3 YARD DUMP TRUCKS WITH  
PLOWS AND SPREADERS

DO NOT OPEN UNTIL: June 19, 2019 @ 10:15 AM

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

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

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

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

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 \_\_\_\_\_, 20\_\_\_\_

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

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

\_\_\_\_\_  
Signature

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

(Seal)

## INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

### QUALIFICATIONS OF BIDDERS

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

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

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

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

### PRESENTATION OF BIDS

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

### WITHDRAWALS

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

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

### FORM OF CONTRACT

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

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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.

## Chassis specification for Gloucester Twp new dump truck

### 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 Township 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 Township 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.

### Specifications Deviations or Substitution:



**CHASIS CAB SPECIFICATIONS** – International Model CV515 4X4 or equal

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

**Dimensions:**

Wheelbase.....199.7" Inches  
Cab-To-Axle..... 84" Inches  
Front axle to be setback 34.3" for better turning in tight areas and even weight distribution

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

GVWR.....22,500 lbs. (minimum)  
Bumper to Back of Cab.....115.5" Inches  
Shoulder Room.....58.7" Inches  
Cab Height, Interior.....51.2" Inches (minimum)  
Outside Cab Width.....78.5" Inches (minimum)

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 – International 6.6 liter Six (8) cylinder 350 peak HP 700 lb/ft @1600 RPM fully electronic..
- 350 peak HP (minimum), 700 lb/ft torque @ 1600 RPM (minimum)
- Block heater Phillips 120 volt/800 watt with plug mounted under drivers door
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 730 square inch louvered radiator and 578 Sqin charged air cooler with in-tank transmission cooler.
- Fan Drive viscous screw on type rear tether electronically controlled(or and approved equivalent)
- Air cleaner, single element with water separator(or and approved equivalent)
- Filters – primary fuel, oil
- Electronic engine speed control for PTO, remote mounted for body builder or future access
- Oil pan magnetic drain plug

- 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
- 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 and USB port to be supplied in dash
- Power source cigar type receptacle
- 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.
- Radio AM/FM with Bluetooth with 7 inch color touch panel display
- Batteries – (2) 12 volt, 1300 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 cab.
- Alternator – 220 amp (minimum) Denso SC6 brush type (or an approved equivalent)
- Lights – Cab Maker, (5) LED type  
Headlamp, (2) Halogen  
Daytime running, (2)  
Directional Marker, (2) Front Corner of hood (Amber front/rear)  
Tail with integral stop, turn, backup and license plate (2)  
Interior Dome, door activated.  
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
- Snow plow lighting –Chassis manufacturer to supply a 36” auxiliary wiring harness with back lighted switch shall be supplied for plow lights and turn signals. **Note body builder will not be permitted to splice into any chassis wiring harness**
- Trailer connection socket mounted at rear of the frame, wired for turn signals combined with stop, compatible with trailers that use combined stop, tail and turn lamps.

- Clearance marker lights to be L.E.D
- Head lights will have day time running lights
- Body builder circuits, (1-4) body circuits switches shall supplied in the instrument panel. 30 amps per switch, 80 amp max output. . The dash mounted switches must be lighted.

**Exhaust System:**

- Single Horizontal Muffler frame mounted right side tail pipe guard frame. Cab mounted exhaust not acceptable.

**Frame:**

- Main part of Frame – 9.125” inches x 3.079” inches x .3125” inches 50,000 PSI
- Front bumper extension to be 4 in front of grille
- Front tow hooks
- 10.93 section modulus (minimum) – 546,500 RBM’s (minimum)
- 2 rear tow hooks.
- Front Bumper – full width steel and chrome plated with swept-back ends .NOTE: The body builder shall not weld to or “burn” holes in the bumper.

**Fuel Tank:**

- 40 gallon capacity, plastic mounted behind rear axle between frame rails,
- DEF tank to be mounted outside right rail under cab Tank to be 6.75 us gallons.

**Transmission:**

- Automatic – 6-speed Allison Model 2750RDS-P (or an approved equivalent)
- PTO Provisions (**NO EXCEPTIONS**)
- Input/Output electrical connection provisions must be provided for dump and salt spreading applications
- Transmission to include park pawl
- Transmission to be rated at 23,500 GVW with a rating of 37,500 GCW
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control, stalk mounted on steering column to provide more leg room in cab (**NO EXCEPTIONS**)

**Front Axle and Related Equipment:**

- 7,5000 lbs. capacity Dana Spicer 60-256 front driving (or an approve equivalent)
- Wheel Seals, oil lubricated, includes wheel bearings
- Shock Absorbers
- Drag Link and Tie Rods, greaseable
- Power Steering – gear driven

**Rear Axle and Related Equipment:**

- 15,500 lbs. capacity – Dana Spicer S16-130 single reduction standard track 15,500 lb capacity with 190 wheel ends axle to have Dana Spicer Truetrac locking differential torque proportioning limited slip
- 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

**Suspension, Front:**

- 7,500 lbs. capacity, Parabolic springs with shock absorber.

**Suspension, Rear:**

- Rear suspension to be single vari-rate 15,500 lb capacity 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 and automatic traction control hydraulic brakes(**NO EXCEPTIONS**)
- Hydraulic – Front, Quadraulic four 64mm diameter pistons  
Rear, Quadraulic four 64mm diameter pistons
- Parking brake to be Bosch DSSA type 12" x 3" foot operated differential mounted  
**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:**

- Crew cab Style Cab, galvanized steel, with tilting three (3) piece construction hood, and chrome grille. Fenders are to be replaceable, independently of hood.
- Grille Assembly – bright finished
- Radiator Stone Guard – aluminum mesh type, stone guard mounted between grille and radiator
- Horn –electric horn shall be provided. Horn activation shall be located on the steering wheel for electric horn.
- Glass – all cab glass shall be tinted.
- Mirrors – Two (2) Rectangular Heads with additional integral convex mirrors, mounted manual folding bracket.
- Mirrors must be break away type mirrors **NOTE: No exceptions**
- Radio- AM/FM with bluetooth
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)

- Gauges –oil pressure, voltmeter, engine coolant temperature, fuel, tachometer, odometer, trip miles.
- Grab Handles – entry assist, located inside the cab, left and right.
- Seating – Driver – vinyl high back with integral headrest fully adjustable and fixed lumbar support. Passenger two man, vinyl, high back with integral headrest with center fold down armrest with storage. Rear to have bench seat
- Heater/Defroster/air conditioner chassis manufacturer installed
- Cab to have air bags in the front both driver side and passenger side
- Sun visors – right and left with center extenders
- Full Headliner and Padded Door Panels
- Cab to have 2 glove boxes mounted passenger side
- Adjustable Steering Column – infinite position type
- Cab Interior – manufacturer’s standard, City color preference is dark ash.
- Supply trailer electrical socket located in rear of chassis

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

**Tires and Wheels:**

Front – 225/70R19.5 Tubeless type, Radial Load, Range G , Highway Tread (or an approved equivalent), Disc, 19.5”X6.75” inches power coat “White” painted steel, 8 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 225/70R19.5 Tubeless type, Radial Load, Range G (14 Ply), Mud and Snow (or an approved equivalent), Disc, 19.5”X6.75” 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 Township, after pilot model approval. The units shall receive all pre-delivery preparation at the successful vendor's facility, prior to final delivery to the Township. The successful vendor shall be responsible for final deliveries to the Township. 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 Township 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 Township 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 3 years/36,000 miles from date of final delivery excluding normal wear items. **EXCEPTIONS.**

**EXCEPTIONS:**

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**SPECIFICATIONS HEAVY DUTY STAINLESS DUMP BODY**

THE DUMP BODY REQUIRED UNDER THESE SPECIFICATIONS SHALL BE CONSTRUCTED OF 304 STAINLESS STEEL. THE BODY, HOIST AND CYLINDER ARE ALL TO BE MANUFACTURED BY THE SAME COMPANY. HOIST TO BE N.T.E.A. RATED TWIN ARM UNDERBODY DESIGN. LITERATURE MUST BE SUPPLIED FOR DUMP BODY PLOW AND SPREADER ANY DEVIATIONS TO THESE SPECIFICATIONS MUST BE NOTED ON SPACE AVAILABLE.

**MINIMUM BODY DIMENSIONS**

		COMPLY
		YES NO
INSIDE LENGTH	11'6"	
INSIDE WIDTH	7'	
OVERALL WIDTH	96"	
SIDE HEIGHT	18"	
END HEIGHT	24"	
REAR POST HEIGHT	24"	
CAPACITY	3-5 CUBIC YARD WATER LEVEL	

EXCEPTIONS: \_\_\_\_\_

**MINIMUM BODY CONSTRUCTION**

SIDE STEEL 10 GA 304 (ONE PIECE SIDE WALL) INTEGRAL WITH RUNNING BOARD /RUBRAIL TO SLOPE 30 DEGREES.

FLOOR TO BE 10 GA 304 STAINLESS STEEL

FLOOR RADIUS 2" FULL LENGTH AND INTEGRAL WITH INTERIOR FLOOR FULL LENGTH WELDING

TOP RAIL: 4" X 4" X 1/8" TUBING.

SIDE BRACES: 2 PER SIDE 8 GAUGE 4" WIDE VERTICAL FACE 304 STAINLESS

BOTTOM RAIL: SLOPED DIRT SHEDDER TYPE FORMED IN SIDE SHEET

REAR CORNER POST: 6" MINIMUM, 3/16" DROP TYPE FULL DEPTH TIED TO 1/4" REAR APRON

EXCEPTIONS: \_\_\_\_\_

COMPLY  
YES NO

GUSSET PLATES FOR SIDE BOARDS TO BE A MINIMUM 2 1/2" X 6" HIGH  
FRONT AND REAR

TAILGATE: 2 VERTICAL END BOX BRACES AND BOXED TOP RAIL BRACING  
3 PANEL TYPE WITH 2 FULL LENGTH HORIZONTAL DIRT SHEDDER BRACES.  
DOUBLE ACTING DESIGN SOCKET, 5/16" SPREADER CHAINS AND 1" LOWER PINS,  
TOP QUICK LATCH STAINLESS STEEL NO EXCEPTION

EXCEPTIONS:

3" STRUCTURAL CROSSMEMBERS ON 12" CENTERS  
LONGITUDINALS: 6" STRUCTURAL CHANNEL

LIGHTING: SET OF LED OVAL STOP TURN AND TAIL LIGHTS IN REAR CORNER  
POSTS OF BODY. STD REFLECTORS. BODY SIDE LIGHTS ARE  
RUBBERM MOUNTED WITH LEXAN LENSES AND ARE COMPLETELY  
WATERPROOF. REFLECTORS ARE TO BE NON RUSTING MATERIAL.  
ALL WIRING IS ENCASED IN PLASTIC WIRE LOOM LACED THROUGH STEEL  
CHANNEL WITHIN THE BODY SUB FRAME.

BACK UP ALARM: TYPE "C" 97 DECIBEL LEVEL

BODY UP INDICATOR LIGHT: AS REQUIRED BY OSHA

WELDING: CONTINUOUS EXTERIOR WELDING REQUIRED

1/2 CAB PROTECTOR

EXCEPTIONS:

### MINIMUM HOIST REQUIREMENTS

CYLINDER: TO HAVE CHROME PLATED PISTON ROD WITH RELACEABLE  
PACKING. CYLINDER TO BE DOUBLE ACTING WITH MAXIMUM REQUIREMENTS  
OF 2000 PSI BOTH SIDES OF PISTON. TOP  
CYLINDER PIN

3" CR. BOTTOM PIN 2 3/16" CR. CYLINDER BORE I.D. TO BE  
A MINIMUM OF 6" AND STROKE TO BE 20".

COMPLY  
YES NO

HOIST SUB FRAME: FULL LENGTH SEVERE DUTY UNITIZED CONSTRUCTION  
WITH 1/4" HI TENSILE FORMED CHANNEL  
LONG MEMBERS  
LIFT ARMS: 2 EACH @ 3/4" THICK EACH MINIMUM  
LIFT LINK: 2 EACH 2 7/8" OD X 1/2" TUBING  
GUIDES: FOR DUMP BODY ALIGNMENT  
LIFT LINK PINS: 1 1/4" OD  
DUMP ANGLE: 55 DEGREES  
DOUBLE ACTING HOIST: POWER UP POWER DOWN,  
500 PSI DOWN SIDE RELIEF VALVE  
BODY PROP  
BODY AND HOIST : MUST BE PRODUCT OF ONE (1)  
MANUFACTURE TO PRECLUDE ANY PROBLEMS OF MATING AND WARRANTY

EXCEPTIONS: \_\_\_\_\_

HYDRAULICS

COMPLY  
YES NO

UNDERHOOD CLUTCH PUMP TO  
PRODUCE SUFFICIENT G.P.M. FOR DUMP BODY (POWER UP  
AND DOWN) , AND UNDER TAILGATE SALT SPREADER

\_\_\_\_\_

THE HYDRAULIC RESERVOIR/VALVE ENCLOSURE  
COMBINATION SHALL BE MOUNTED W/ A 15 GALLON  
CAPACITY

\_\_\_\_\_

THE RESERVOIR SHALL BE EQUIPPED WITH THE  
FOLLOWING: 3/4" MAGNETIC DRAIN PLUG, 1 1/4" FULL FLOW  
BRASS BALL VALVE, 2" X 1 1/4" NPT SUCTION STRAINER  
WITH 100 MESH SCREEN AND 3 PSI BYPASS VALVE, TANK  
MOUNT RETURN LINE FILTER WITH A BUILT IN BREATHER,  
AND SIGHT TEMPERATURE GAUGE EXTERNALLY MOUNTED  
FACING FRONT OF TRUCK.

\_\_\_\_\_

COMPLY  
YES NO

THE TANK MOUNTED FILTER SHALL BE A 10 MICRON ABSOLUTE AND RATED FOR NO LESS THAN 40GPM AND HAVE DIRT HOLING CAPACITY OF 42 GRAMS  
RE: FORCE AMERICA TEFB21016VG OR EQUAL

\_\_\_\_\_

THE FILTER SHALL HAVE A CONDITION IDICATOR WITH AN OPTIONAL ELECTRIC SENDING UNIT

\_\_\_\_\_

THE ENCLOSURE WILL USE A GASKET LESS PASSIVE SEAL.

\_\_\_\_\_

THE ENCLOSURE LID WILL BE REMOVABLE BY ONE PERSON WITHOUT THE USE OF TOOLS. THE COVER WILL PROTECT THE FOLLOWING: HYDRAULIC VALVE, ALL VALVE FITTINGS, HOSE ENDS, TANK MOUNT RETURN FILTER AND BREATHER, VISUAL AND ELECTRICAL BYPASS SENDING UNITS, AND ANY ELECTRIAL CONNECTIONS.

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THE DIRECTIONAL CONTROL VALVE MUST BE ACCESIBLE ON ALL SIX SIDES WITHOUT REMOVING VALVE FROM ENCLOSURE FOR EASE OF SERVICE

\_\_\_\_\_

**HYDRAULIC VALVE**

THE HYDRAULIC VALVE SHALL BE A MODULAR STACKABLE MANIFOLD WITH LEVEL PORT DESIGN. EACH HYDRAULIC FUNCTION REQUIRES AN INDIVIDUAL MANIFOLD BE STACKED TOGETHER TO FORM A MANIFOLD BASE.

\_\_\_\_\_

INLET SHALL CONSIST OF SAE #12 INLET PORTING SAE #16 OUTLET PORTING AND OPTIONAL SAE #16 POWER BEYOND AND SAE #4 LOAD SENSE. AN ADJUSTABLE MAIN RELIEF WILL BE CONTAINED WITHIN THE INLET TO LIMIT SYSTEM PRESSURE

\_\_\_\_\_

THE USE OF AN ELECTRICAL UNLOADER AND DOUBLE PULL DOUBLE THROW ELECTRIC SWITCHES IS NOT ACCEPTABLE

\_\_\_\_\_

EXCEPTIONS: \_\_\_\_\_

COMPLY  
YES NO

EACH HYDAULIC VALVE SECTION MUST BE SERVICABLE WITHOUT REMOVING ANY HYDRAULIC HOSES OR ANY OTHER HYDRAULIC COMPONENTS.

\_\_\_\_\_

HOIST SECTION SHOULD CONTAIN A DOWNSIDE DIRECT ACTING RELIEF ADJUSTABLE FROM 300 TO 1800 PSI TO PROTECT TRUCK FRAME FROM FORCES ASSOCIATED WITH POWER HOIST LOWER. A COUNTER BALANCE VALVE IS ALSO TO BE CONTAINED WITHIN THE HOIST MANIFOLD TO MAINTAIN A CONSTANT DOWN SPEED NO MATTER THE LOAD. BONNETED CABLE FOR OPERATION

\_\_\_\_\_

VALVE SEGMENTS SHALL BE FORCE AMERICA ADD-A-FOLD MODEL 2010 OR EQUAL

\_\_\_\_\_

**SPREADER CONTROL CONSOLE**

THE SPREADER CONTROL SHALL REGULATE THE AUGER AND SPINNER SPEEDS, THERE SHALL BE TWO INDIVIDUAL DETENTED KNOBS PROVIDING PROPORTIONAL CONTROL FROM CLOSED TO FULLY OPEN ON THE CONTROL VALVE OF THE AUGER AND SPINNER.

\_\_\_\_\_

FRONT FACE PANEL SHALL HAVE STANDBY INDICATOR LIGHT ACTIVATED BY PUSHING THE AUGER DIAL, BLAST MODE ADJUSTABLE FOR MOMENTARY OR TIMED UP TO 16 SECONDS WITH CANCELLATION AND FLASHING INDICATOR LIGHT.

\_\_\_\_\_

REMOTE STANDBY AND BLAST INPUTS, SWITCH SELECTABLE SPEEDOMETER INTERRUPT (SANDER SHUTDOWN WHEN VEHICLE STOPS), FIVE AUXILLIARY SWITCHES, REVERSE POLARITY PROTECTED, ADJUSTABLE BACK LIGHTING VIA VEHICLE CONTROLS. RE: FORCE AMERICA 5150 EX OR EQUAL

\_\_\_\_\_

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS UNDER TAILGATE SPREADER 304 STAINLESS STEEL**

**GENERAL:** THE UNIT (S) REQUIRED UNDER THESE SPECIFICATIONS SHALL BE OF THE UNDER TAILGATE TYPE. THE UNIT SHALL CONSIST OF A STEEL HOPPER THROUGH, AUGER FEED CONVEYOR, DISTRIBUTOR SPINNER ASSEMBLY, POWER DRIVE SYSTEM AND ALL COMPONENTS NECESSARY TO MAKE A COMPLETE OPERATING UNIT. IT SHALL BE CAPABLE OF SPREADING UNIFORMLY SAND, SALT, CINDERS, CALCIUM CHLORIDE OR MIXTURES UP TO A WIDTH OF 30 FEET. BIDDERS MUST PROPOSE TO FURNISH BIDS WITH EXCEPTIONS. ANY EXCEPTIONS TO THESE SPECIFICATIONS WILL BE CONSIDERED UNRESPONSIVE.

**COMPLY**  
**YES NO**

**BODY:** BODY SHALL BE 304 STAINLESS STEEL 7 GAUGE FORMED AUGER THROUGH CONTINUOUSLY WELDED TO 1/4" THICK END PANELS. THE REAR SIDE TROUGH SHALL HINGE DOWN FOR CLEANING AND REMOVAL OF FOREIGN MATERIAL. THE DOOR SHALL BE FULL LENGTH OF THE AUGER WITH 4 HINGE POINTS AND HAVE DUAL OVER CENTER LATCHES AT EACH END OF DOOR.

A 7 GAUGE STEEL HINGED COVER PLATE TO BE PROVIDED SO THAT MATERIAL MAY BE DUMPED OVER SPREADER WHEN PLATE IS DOWN. WHEN PLATE IS UP IT WILL PERMIT DUMPING OF MATERIAL IN AUGER THROUGH. AN EASILY REMOVABLE COVER PLATE SHALL BE LOCATED AT DISCHARGE END OF TROUGH TO RESTRICT MATERIAL FREE FLOW THROUGH OPENING. THE MOUNTING BRACKETS WITH SLIDE BARS AND LOCK PINS. "QUICK-MOUNT" STABILIZER BRACES SHALL BE PROVIDED.

EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_

COMPLY  
YES NO

BODY CORNER FILL PLATES TO CONTROL MATERIAL FLOW FROM DUMP BODY TO SPREADER AND ELIMINATE SPILLAGE OUT CORNERS WHEN DUMP BODY TAILGATE IS OPEN ARE TO BE PROVIDED.

\_\_\_\_\_

**CONVEYOR:** THE CONVEYOR SHALL BE A 6" DIAMETER AUGER FULL PITCH WITH A MINIMUM OF 3/8" HELICOID FLIGHTING WELDED TO A 2" PIPE. DISCHARGE END SHALL HAVE DOUBLE FLIGHTING FOR AT LEAST 9" TO PROVIDE A MORE EVEN AND CONTROLLED FLOW OF MATERIAL TO SPINNER.

\_\_\_\_\_

AUGER SHAFTS TO BE 1 1/2" DIAMETER AND TO BE MOUNTED IN SEALED BALL BEARINGS OF THE TWO BOLT FLANGE TO BE AT EACH END. AUGER TO BE DRIVEN BY AN ORBITAL TYPE LOW SPEED, HIGH TORQUE HYDRAULIC MOTOR THROUGH A 2:1 REDUCTION.

\_\_\_\_\_

**DISTRIBUTOR SPINNER ASSEMBLY:**  
THE DISTRIBUTOR DISCS SHALL BE 18" IN DIAMETER POLY DISC WITH INTEGRAL STEEL HUB AND MOUNTED DIRECTLY TO HYDRAULIC MOTOR SHAFT.

THE HYDRAULIC MOTOR TO BE OF THE ORBITAL TYPE AND SHALL BE MOUNTED TO A LATERALLY ADJUSTABLE BRACKET WHICH PERMITS AN INFINITE POSITIONING OF SPINNER TO ADJUST MATERIAL SPREAD PATTERN.

\_\_\_\_\_

SPINNER SHALL ROTATE CLOCKWISE AND CURVED BAFFLE SHALL BE LOCATED FORWARD OF SPINNER TO PROTECT TRUCK FROM MATERIAL BEING SPREAD.

\_\_\_\_\_

AN ADJUSTABLE STABILIZER BAR WITH MOUNTING BRACKET SHALL BE PROVIDED TO MAINTAIN SPINNER IN A LEVEL POSITION AT ALL DUMP BODY DUMPING ANGLES.

\_\_\_\_\_

SPREADER WORK LIGHT 4" CLEAR

\_\_\_\_\_

EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

**ACCESSORIES**

RECIEVER HITCH

2 5/16" PINTLE/BALL COMBINATION ON 5/8" PLATE WITH SAFETY D RINGS

TEKONSHA BRAKE CONTROLLER OR EQUALW/ 7WAY PLUG FRONT SPLASH SHIELDS

6 HEAD OVAL AMBER L.E.D. STROBE SYSTEM

(2) TO FRONT OF CAB SHIELD

(2) TO SIDE OF CAB SHIELD

(2) IN REAR CORNER POSTS

EXTRA SET OF OVAL STOP TURN TAIL LIGHTS IN REAR CORNER POSTS

MANUAL TARP AND ROLLER

AND WIND DEFLECTOR

E-Z STEP SLIDE OUT LADDER

6" OAK SIDE BOARDS

**SNOW PLOW**

FISHER HC9 MINUTE MOUNT II OR EQUAL

TRIP DESIGN-BASE ANGLE TRIP EDGE

SPRING TYPE-VERTICAL COMPRESSION SPRING

NUMBER OF SPRINGS-4

MOLDBOARD GUAGE-11

NUMBER OF VERTICAL RIBS-8

BLADE HEIGHT-34"

ANGLE SCRAPE WIDTH-95"

2" X 16" SINGLE ACTING ANGLE CYLINDERS

INSTA ACT HYDRAULICS

DUAL BEAM LOW PROFILE HALOGEN HEADLAMPS WITH COMBINATION PARK/TURN SIGNALS. CUSTOM FIT WIRING HARNESS WITH PLUGS TO CONNECT TO EXISTING VEHICLE HARNESS ENABLING AUTOMATIC SWITCHING TO PLOW LIGHTS WHEN PLOW IS ATTACHED

SELF ADJUSTING VERTICAL JACK STAND 2 PERMANENTLY MOUNTED, SPRING LOADED CONNECTING PINS

SINGLE RELEASE HANDLE ACTUATES BOTH CONNECTING PINS FROM FRONT OF PLOW

AUTOMATIC LIFT ARM PULL DOWN

1/2" X 8" HIGH CARBON REPLACEMENT

REVERSIBLE CUTTING EDGE

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMPLY**  
**YES NO**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SNO CURVED FOIL  
EXCEPTIONS: \_\_\_\_\_

SNOW SHOES  
HAND HELD CONTROL \_\_\_\_\_

EXCEPTIONS: \_\_\_\_\_

NOTE: DUMP BODY ,PLOW AND SALT SPREADER VENDOR MUST BE  
DISTRIBUTORS OF EQUIPMENT (FOR WARRANTY PURPOSES)NOTE : DUMP/SNOW  
PLOW/ SPREADER DISTRIBUTOR MUST HAVE 24 HOUR EMERGENCY SERVICE  
FROM NOVEMBER 15<sup>TH</sup> TO MARCH 25<sup>TH</sup>  
FOR PARTS AND SERVICE OF EQUIPMENT DURING SEVERE WEATHER (NO  
EXCEPTION

## 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)

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 \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires:

\_\_\_\_\_  
(Title)

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

(Seal)

## PROOF OF BUSINESS REGISTRATION

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

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

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

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

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

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

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 _____
<b>ADD AN ADDITIONAL ACTIVITIES ENTRY</b>	

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



## 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 II, 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.