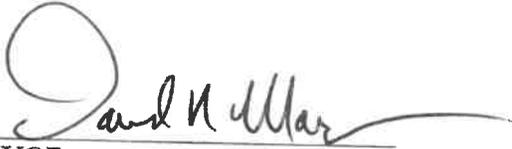


SPECIFICATIONS FOR THE  
HIRED TRUCKS FOR SNOW REMOVAL  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN



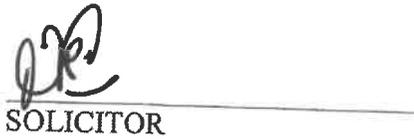
MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: OCTOBER 9, 2019 @ 10:00 A.M.

SPECIFICATIONS # P.W.: 19-07

## SPECIFICATIONS

### GENERAL

It is the intent of these specifications to establish minimum standards of equipment and performance for contracting supplying trucks and snow plows with operators for the purpose of assisting the Gloucester Township Public Works Department in snow removal operations when conditions are such that Township equipment cannot fully handle the snow emergency.

### EQUIPMENT

The equipment to be furnished shall be trucks, Class I or Class II, on good working order, with all normal equipment necessary for snow plowing with plow and push frame. The contractor will be required to furnish all fuel, oil, lubricants, replacement parts, and chains for his equipment.

Any hired plowing equipment which, in the opinion of the Gloucester Township Public Works Department, is not in good working order or is being operated improperly, will be removed from service and not recalled until defects are corrected.

### OPERATORS

Operators of snow plowing trucks, furnishes shall be duly licensed to operate the truck hired and shall be fully experienced in snow removal operations. Unless otherwise designated the Director of Public Works is the duly authorized representative of the Township and hired truck operators are to report to and receive instructions from him.

Relief operators, if required, shall be provided by contractor at no additional charge. At no time will Township employees be permitted to operate contractor's equipment. The decision as to when relief operators are needed shall be made by the Director of Public Works, Gloucester Township, and his decision shall be final.

### RATES AND HOURS

Compensation for use of hired equipment for snow plowing shall be made at the rate per hour bid in the proposal. Rates shall be inclusive of all incidental expenses connected with the operation and maintenance of the snow removal equipment.

Contractor shall indicate any other equipment which may be used in the snow removal operation and is relevant to the bid. In addition, supplemental trucks or equipment shall be described as above and applicable features noted. (i.e. 1 ton pick-up truck 4x4 with plow, dump truck equipped for salting and/or sanding, or bull dozer.)

### TOWNSHIP MAP

A master Township map will be maintained at the Department of Public Works, Erial, indicating the limits of section areas. This map will be available for examination by bidders and by successful contractors. This map will indicate exact limits for Section Areas.

## VEHICLE AND EQUIPMENT DEFINITION AND REQUIREMENTS

- A. Truck for the purpose of this bid must be of the following classifications:
1. Class I – 8 tons and over – single axle
  2. Class II – 15 tons and over – tandem axle
  3. Graders/Front End Loaders/box
  4. Supplemental Equipment (as described by prospective bidders)
  5. Pick-up truck (only to be used as directed by Public Works and at a set fee of \$110.00 per hour.)

B. Operating Costs, Maintenance, Repairs and Incidental Expenses.

All operating costs including labor, fuel, lubricants, maintenance, repairs, insurance, and incidental expenses will be borne by the Contractor and shall be included in the rental rates.

C. Upon the award of contract, the vehicles and equipment as named by the contractor for the use in this proposal shall be designated available for the primary use of the Township of Gloucester during ice and snow storm conditions.

To assure primary use of the Township of Gloucester, (see letter C above), the Township of Gloucester will pay a retainer of \$400.00 per piece of equipment. **No retainer will be paid for pickup.** Two hundred (\$200.00 dollars will be paid in December and two hundred (\$200.00) dollars in May of the following year. In the event the Township of Gloucester is denied primary use, the \$400.00 retainer fee per piece of equipment shall be returned.

### STANDARD RENTAL PERIOD FOR SNOW AND ICE REMOVAL

For the purpose of this proposal, rental rates shall be based on hourly rental periods, except that time lost for repairs shall be deducted. Daily time sheets shall be maintained indicating Start & Stop times. (NOTE: All time to be determined by the Director of Public Works)

Time will be allowed in hourly increments, figured to the next one quarter hour period.

Lost time shall be figured to the next one quarter hour period as agreed upon between the authorized Director of Public Works and the Contractor as the time incurred. All lost time shall be indicated on the daily time sheet.

Rental time shall start when called by Gloucester Township Publics Works Department to start operations. Rental time will stop when the Department of Public Works indicates that the snow removal operation shall cease and/or is acceptable for snow storm/post-storm duration. The Director of Public Works reserves the right to “START” and “STOP” the contractor’s operation for any said time period (minimum two (2) hours). If it is determined that the startup time is abnormally long, then the Director or his designee may start time when plowing actually starts. The decision in this case by the Township of Gloucester’s Director will be final.

Rental will not be paid for any period of "down time" when equipment is not in operable condition.

#### STANDARD RENTAL RATES

- A. Plowing rates shall include all charges including sufficient labor (manpower) to operate this equipment.
- B. Rental hourly rates submitted will be standard for all days and nights including holidays and weekends.

#### SNOW AND ICE STORM STANDARD REQUIRED PROCEDURES

- A. Township Headquarters during storm periods will be the Department of Public Works, Gloucester Township, 1729 Erial Road, Blackwood, New Jersey.
- B. The Township Headquarters will contact the contractors by telephone when it is necessary to commence plowing. Contractors shall maintain an emergency phone number in event that he cannot be reached.
- C. In the event heavier equipment, such as a Bulldozer or Front End Loader is necessary, contact the Township Headquarters.
- D. The Department of Public Works will be required to notify the contractor by telephone upon starting service, the Contractor will be required to notify Township Headquarters upon ending service.

#### INSURANCE

The lesser shall carry insurance in the limits of not less than \$300,000.00 or \$300,000.00 for Public Liability for personal injury including death and no less than \$150,000.00 for property damage. He shall carry Workmen's Compensation in accordance with the insurance requirements of the State of New Jersey. Certificates of such insurance coverage must be furnished with the bids. All signed contracts shall include by attachment a list of insurance naming the Township as added insured on automobile and General Liability insurance policies within ten (10) days of signed contract. Repairs to damage done to resident's property; landscaping, curbs, vehicles etc. are the responsibility of the contractor and are required to be repaired within a reasonable amount of time.

#### TERM AND LENGTH OF CONTRACT

The terms and time length of the Contract for furnishing Contract items specified shall be valid from the date of signing of the Contract and remain in effect through April of the following year.

### TERMINATION OF CONTRACT

The Contract may be terminated by the Township of Gloucester upon ten (10) days written notice the Contractor if the Contractor fails to carry out the provisions of the Contract and Specifications. The notice shall specify the particular breach or breaches of the Contract.

### FAILURE TO PERFORM

In the event the Contractor fails to perform any of the provisions of the Contract, the Township of Gloucester may at its discretion give the Contractor three (3) hours written notice that it will perform the work which the Contractor fails to perform and charge the cost to the Contractor by determining the liquidated damages and deducting this amount from the Contractor's subsequent payments.

### GENERAL INSTRUCTIONS TO CONTRACTORS

The Contractor further agrees to indemnify and hold harmless the Township of Gloucester as a result of the Contractor's failure to comply with the provisions of the Occupational Safety and Health Act of 1990 and the standards and regulations there under.

The work contemplated by these Specifications may be undertaken on any road, street or parking lot under the jurisdiction of the Governing Body.

At the time of Bid Response the Contractor must list all intended Sub-Contractors and please note the following:

### CONTRACTORS HIRING SUB-CONTRACTORS

If the Contractor hires Sub-Contractors to work with him they must also show they carry insurance in the limits of not less than \$300,000.00 and \$300,000.00 for Public Liability for personal injury including death and not less than \$150,000.00 for Property Damage. He also shall carry Workman's Compensation in accordance with the insurance requirements of the State of New Jersey. Certificates of such insurance coverage must be furnished with the Contract. All signed Contracts shall include by attachment, a list of insurance; naming the Township as added insured on Automobile and General Liability insurance policies.

### REJECTION OF PROPOSALS

The Mayor and Council reserve the right to reject any or all bids.

**LIST OF EQUIPMENT FOR SNOW REMOVAL**

Item	Plow Type	Cost per Hour	Quantity
1.) Class I Truck (8+ tons) Single axle		\$190.00	
2.) Class II Truck (15+ tons) Tandem axle		\$200.00	
3.) Front end Loader w/box or rubber edge		\$205.00	
4.) Grader		\$205.00	
5.) Backhoe/Must have box		\$168.00	
6.) Skid Steer		\$168.00	
7.) Supplemental equipment to be considered (please list type)			
8.) Pick-up Truck		\$110.00	

**Contractor contact information:**

Name:

Address:

Phone number:

Fax number:

**Emergency Storm contact:**

Name:

Phone:

The Township of Gloucester will pay a retainer of \$400.00 per piece of equipment. No retainer will be paid for pickup trucks. Two hundred (\$200.00) dollars will be paid in December and two hundred (\$200.00) dollars in May of the following year.

**\* All Contractors are responsible for any damage done during snow removal.**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; reselection 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 for 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with 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 afford equal employment opportunities to minority and women workers consistent with 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Exhibit A – Mandatory Equal Employment Opportunity Language  
N.J.S.A. 10:5-31 et seq.,  
N.J.A.C. 17:27

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

Submitted by:

Name of

Firm:

---

By:

---

Title:

---

Date:

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**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: \_\_\_\_\_

**SAMPLE**  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

UNKNOWN

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

**SAMPLE**



*John W. Lawrence*

State Treasurer

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY
	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					*****FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
<b>TOTAL</b>														
<b>Total employment From previous Report (if any)</b>														
<b>Temporary &amp; Part-Time Employees</b>	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE
	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)	

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**<NAME OF CONTRACTING AGENCY>**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:  
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;  
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act**  
**(N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part..

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



