

BID SPECIFICATION FOR

**One (1) Truck Mounted, Self-Contained,
One-Man Operation, Leaf Vacuum Unit
(25 Cubic Yard)**

**FOR THE TOWNSHIP OF OCEAN
Monmouth County, New Jersey**

**Bids will be received by the Township Manager of the Township of Ocean
at the Township of Ocean Council Conference Room, Second Floor,
Deal and Monmouth Roads, Oakhurst, NJ on Tuesday, August 24, 2010 at 10:00 a.m.
prevailing time.**

Prepared by

Name of Bidder: _____

Address: _____

Phone: _____

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NOTE: THIS PACKET CONTAINS A COMPLETE SET OF INSTRUCTIONS, BIDDING FORMS AND SPECIFICATIONS. WHEN SUBMITTING A BID YOU MUST RETURN THE COMPLETE PACKET.

PLEASE PUBLISH ONE (1) TIME IN THE SATURDAY, AUGUST 7, 2010 ISSUE OF THE ASBURY PARK PRESS.

LEGAL NOTICE

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TOWNSHIP OF OCEAN – COUNTY OF MONMOUTH

TAKE NOTICE that sealed bids will be received by the **TOWNSHIP MANAGER** of the Township of Ocean in the County of Monmouth, New Jersey for the following:

ONE (1) 25 CUBIC YARD, TRUCK MOUNTED, SELF-CONTAINED, ONE PERSON OPERATION LEAF VACUUM UNIT

as more particularly described in the Bid Specifications and Bid Proposal Forms.

SAID BIDS WILL BE OPENED and read in public by the Township Manager at the Township Council Conference Room, Second Floor, Town Hall, 399 Monmouth Road, Oakhurst, New Jersey, on **TUESDAY, AUGUST 24, 2010 at 10 a.m.** prevailing time.

OBTAINING/EXAMINING BID DOCUMENTS: Bid documents will be on file in the Office of the DEPARTMENT OF PUBLIC WORKS located at 399 Monmouth Road, Oakhurst, New Jersey and may be inspected by prospective bidders during normal business hours.

BID SECURITY: Is required in an amount of not less than ten percent (10%) of the total amount indicated in the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00); and may for certain equipment, materials and services be accompanied by a Certificate of Surety from a surety company authorized to do business in the State of New Jersey indicating consent to be bound as surety and guarantor for performance required under the contract documents.

PRE-BID CONFERENCE: A pre-bid conference will be held on Friday, August 13, 2010 at 10:00 a.m. prevailing time at the Department of Public Works, 399 Monmouth Road, Oakhurst, NJ 07755. Attendance is not mandatory but strongly recommended.

SUBMISSION OF BIDS: The completed bid form and other items required shall be placed in sealed envelopes including the name and address of the bidder and the name of the item on the outside, addressed to the Township Manager, Township of Ocean, and delivered prior to bid opening to the Township at the above address for receiving bids.

STATUTORY REQUIREMENTS: Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action); and P.L. 1963, C. 150 (Prevailing Wage) and must include a Statement of Ownership of 10% or more of the stock of the bidder corporation or partnership pursuant to P.L. 1977, C. 33 of the laws of New Jersey.

REJECTION OF BIDS: The Township Council reserves the right to reject any and all bids or to waive any formalities, where such formality is detrimental to the best interest of the Municipality.

By order of Mayor and Council of the Township of Ocean.

VINCENT BUTTIGLIERI, RMC/CMC
Township Clerk

SECTION A: INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS

- I. Submission of Bids
- A. Sealed bids shall be received by the Township of Ocean, hereinafter referred to as "owner" in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Township Manager, Andrew Brannen, 399 Monmouth Road, Oakhurst, New Jersey 07755 on Tuesday, August 24, 2010 at 10:00 a.m. as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the Township of Ocean, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title.
- D. It is the bidder's responsibility that bids are presented to the Township of Ocean at the time and place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of (60) sixty calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasure or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind may be rejected by the owner, Any changes, whiteouts, strikeouts, etc, in the bid must be initialed with ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail (if available) the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- NJSA 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by public servant, which is a violation of official duty.
- NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of bid documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashiers check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to NJSA 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to NJSA 40A:11-21.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract, pursuant to NJSA 40A:11-13. In the event the bidder fails

to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specification and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to person who has submitted a bid or who has received a bid package pursuant to NJSA 40A:11-23c.

- D. Discrepancies in Bids

- 1. If the amount shown in words and its equivalent to figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

- E. Pre-Bid Conference

A pre-bid conference for this proposal will be held on Friday, August 13, 2010 at 10:00 a.m. as stated in the notice to bidders. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the type of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vender literature will not suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will presumed and required that the goods and service as described in the bids specifications be proved and performed.

- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will name the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to NJSA 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's:

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to NJSA 34:15-12 (a) and NJAC 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damages, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$ 500,000 any one person and \$ 1,000,000 any one accident for bodily injury and \$ 2,000,000 each accident for property damages shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages and costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to NJAC 5:30-11.2 and 11.10 NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Pricing shall be net, including any charges for packing, crating, containers, etc. All transportation charges should be fully prepared by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provision of NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq. The following information summarizes the full required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts.

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with NJAC 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA302) Provided by the Division and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-4.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Exhibit A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

NJSA 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and address of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

NJSA 52:32-44 requires that each bidder (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/njdgs or by phone at (609) 292-1730. NJSA 52:32-33 imposes the following requirements on contracts and all subcontractors that knowingly provide goods or perform a service 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, (NJSA 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.

E. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirement NJAC 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X Termination of Contract, Sub-section E for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selection options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.

- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- F. All bids pursuant to NJSA 40A:11-13.2;
- G. If more than one bid is received from an individual, firm or partnership corporation or association under the same name;
- H. Multiple bids from an agent representing competing bidders;
- I. The bid is inappropriately unbalanced;
- J. The bidder is determined to possess, pursuant to NJSA 40A:11-4b Prior Negative Experience;
- K. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder.

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contract of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation under such time as the exact amount of the damages due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his /her business concern by acquisition, merger, sale or transfer, or by any means convey his/her interest(s) to another party, all obligations are transferee to that new party. In this event, the new owner(s) will be required to submit all documents/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner's policy and procedures.

REQUIREMENTS OF PROSPECTIVE BIDDERS
P.L. 1977 CHAPTER 33

(Ownership Statement of Compliance)

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid of said corporation or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The Disclosure shall be continued until names and addresses of every stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporate stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, have been listed.

This act shall take effect immediately.

Also enclosed herewith is the Ownership Statement of Compliance Form in compliance with Public Law 1977, Chapter 33.

TOWNSHIP OF OCEAN INVITATION TO BID

INVITATION

Vendors are invited to bid on the items listed below in accordance with the Bid Specifications and the standard Township terms and conditions.

GENERAL TERMS

Vendor is to deliver all specified services under the direction of the Department of Public Works, and to assist in placing in service all services, materials and equipment contracted for the Township. The Township specifically reserves the right to inspect, at its convenience, all services, materials and equipment delivered and to run what acceptance tests it may deem appropriate.

DELIVER

Services and materials shall be delivered as complete and operational unit to the Township of Ocean Service Garage on Sunset Avenue, Oakhurst, NJ 07755.

QUALITY

The Township requires first quality service, material and equipment. When delivered, if the service, materials and equipment do not meet the Township quality standards, or where the materials and equipment delivered are incomplete or damaged, the Township reserves the right to refuse delivery and the right to return the unsatisfactory item.

RETURN UNUSED MERCHANDISE

The Township reserves the right to return defective merchandise at the time of its use or inspection.

SPECIFICATION TERMS

All bidders must answer compliance questions in full. If a bidder is basing his/her proposals on services other than what is specified in these bid documents and wishes the services he/she proposes to be considered as a "approved equal" he shall **SUBMIT ON A SEPARATE SHEET**, in the exact format of the Technical specifications contained herein, an item by item description of that which he/she proposes to substitute. Failure to carry out the provisions noted herein may be deemed sufficient reason not to consider the bidder's proposal.

CONTRACT TERMS

Contracts for service will run from the date of award or as otherwise specified in the "Detailed Requirements".

Contracts for material and equipment will run from the date of award to delivery and final acceptance of the material and/or equipment, manufacturer's dealer's and sales agent's warranties, guarantee and service agreements are considered an integral part of the contract and are not limited to the contractual time of acceptance. The Township may allow when appropriate the vendor 90 days beyond the quoted delivery date for delivery of the contracted equipment. If the equipment is not delivered within 90 days as specified as the date of delivery, the Township specifically reserves the right to either cancel or continue the applicable contract, whichever it deems in the best interest of the Township.

Specifications Deviations or Substitution:

These specifications are not intended to be restrictive, but are meant to describe the type of unit required for use by the Township of Ocean. **Bidders are warned, however, that failure to carry out the provisions noted herein will be deemed sufficient reason to reject a bid.**

Further, these specifications address the minimum performance requirements of the Township of Ocean. The Township of Ocean will consider alternate products, provided that they meet these minimum performance requirements.

(If bidder is basing his proposal on equipment other than what is specified and wishes the equipment he proposes to be considered as an "Approved Equivalent", he shall submit on a separate sheet in the exact format of the specifications contained herein, an item description, including the make, model and manufacture's name of that which he proposes to substitute. For purposes of comparison, include only those items on each sheet as given in these specifications. Such bidder shall also include, but not as a substitute for the above, manufacturer's literature and specifications).

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY; YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specifications will be cause for rejection.

It shall further be the responsibility of the bidder when offering an alternate, to furnish proof via manufacturer's drawings, blueprints, certifications, etc., that such is equal or superior to the units specified. **Failure to submit the description or deviations as listed above, will mean the bidder intends to supply the particular item as designated in the specifications and the Township of Ocean will so demand. No substitution will be permitted after receipt of the bids.**

EXCEPTIONS:

All standard and optional equipment listed shall be Original Equipment Manufacture's items when available. **NO EXCEPTION.**

(X) If specification is met. If exception is taken, bidder must explain (use separate page if necessary).

TAXES

Municipality ID # (21-6000-959)

DETAILED REQUIREMENTS

It is the intent of these specifications to describe a truck mounted, self-contained, one-man operation, 25 cubic yard leaf vacuum unit. It is intended that the selected bidder will coordinate the mounting, connections, and adaptations of the cab & chassis and the self-contained leaf vacuum unit into one functional leaf collection vehicle and provide delivery of the vehicle to the Township of Ocean in a new and ready to use condition.

DIESEL CAB & CHASSIS DUAL STEER & CONTROL 35,000 LB. GVW

Description

**Circle Y if exactly as specified or
explain difference in space provided**

Vehicle Summary

Diesel powered cab chassis	Y	_____
State year, make, and model		_____
Complies with all applicable federal laws	Y	_____
Complies with all applicable state laws	Y	_____
Shall REGISTER VEHICLE WITH MG PLATES AND GVW OF 35,000 LBS.	Y	_____

Vehicle Weight Ratings

Front axle GAWR 12,000 lbs. capacity	Y	_____
Rear axle GAWR 23,000 lbs. capacity	Y	_____
Vehicle GVWR 35,000 lbs. capacity	Y	_____

Engine

Inline 6 cylinder turbocharged electronic diesel	Y	_____
State manufacturer and model		_____
Minimum displacement 8.3 liters (506 cubic inches)	Y	_____
Peak horsepower 270 @ 2000 RPM	Y	_____
Peak torque 800 lb-ft @ 1300 RPM	Y	_____
Maximum governed engine speed 2200 RPM	Y	_____
Electronic engine protection system which will shut engine down in event of loss of oil pressure or high water temperature	Y	_____

Engine Equipment

- Side of hood air intake Y _____
- Air cleaner mounted on right side of firewall Y _____
- Air filter to be a straight-through air flow design
with non-cellulose parallel fluted tubes, no
metal parts, and increased holding capacity Y _____
- Intake mounted air restriction indicator w/graduations Y _____
- On/off engine fan clutch (spring on / air off) Y _____
- Automatic fan control with dash switch override Y _____
- Radiator 1100 square inches minimum Y _____
- Antifreeze extended life type; protection to -34 deg F Y _____
- Premium coolant hoses (in lieu of standard rubber) Y _____
- 1000 watt 115/120 volt immersion type block heater Y _____
- Heater receptacle mounted under left door Y _____
- Right hand horizontal mounted exhaust system Y _____

Electrical System

- System 12 volt negative ground multiplexed wiring Y _____
- Alternator 12 volt 160 amp minimum Y _____
- Batteries two group 31, 12 v MF total min CCA 1850 Y _____
- Battery box left side under cab (**no exceptions**) Y _____
- Positive and negative posts for jump starting Y _____
- Battery disconnect switch inside cab by driver seat Y _____
- Starter 12 volt heavy duty with over crank protection Y _____
- Electric back up alarm 87-112 DB self-adjusting Y _____
- Interface wiring & PDM with end of frame connection Y _____

Transmission

- Allison 3500 RDS 6 speed automatic transmission Y _____
- TC-415 torque converter with 2.35 stall ratio Y _____
- Primary shift schedule 1-6 Y _____
- Left side PTO mounting provisions Y _____
- Synthetic transmission fluid TES-295 (no exceptions) Y _____
- Electronic transmission oil level check Y _____
- Transmission cooler water to oil type Y _____
- Shift control electronic push button on dashboard Y _____

Front Axle

- Front axle 12,000 lb. capacity set back I-beam Y _____
- Axle to have 3.74" drop with low friction bushings Y _____
- Vehicle turning radius not to exceed 36 feet Y _____
- 75W-90W synthetic front axle lubrication Y _____
- Front oil seals - premium seals made with a rubber
unitized, one piece design employing four
sealing lips (primary, 2 dirt, & outer bumper) Y _____
- Hub cover with sight glass and rubber plug in center Y _____
- 14,600 lb. capacity front springs (no exceptions) Y _____
- Flat leaf type front springs only (no exceptions) Y _____
- Front suspension graphite bronze bushings w/seals Y _____
- Front shock absorbers Y _____
- Power steering Y _____
- 2 quart "see through" power steering reservoir Y _____

Rear Axle

- Rear axle 23,000 lb. capacity hypoid single reduction Y _____
- Axle ratio 6:43 Y _____
- Driver controlled differential lock Y _____
- Auto disengage for differential lock above 25 MPH Y _____
- 75W-90W synthetic rear axle lubrication Y _____
- Rear oil seals - premium seals made with a rubber
unitized, one piece design employing four
sealing lips (primary, 2 dirt, & outer bumper) Y _____
- Custom 30,000 lb. rear spring suspension with
steel auxiliary springs designed & modified
so as to maintain a SCL800SM 25 cu. yd.
leaf collector in a level position either empty
or loaded. Standard rear suspensions as
well as rubber auxiliary springs are totally
unacceptable (**no exceptions**). Y _____
- Torque matched driveline with half round yokes Y _____

Brake System

- Full air brake system with ABS Y _____
- 4 sensor / 4 modulator system Y _____
- Air compressor 18.7 CFM minimum Y _____
- Brake line air dryer with heater (spin-on cartridge) Y _____
- All air reservoirs mounted under right side of cab Y _____
- All air reservoirs to have pull cables on drain valves Y _____
- 16-1/2" x 5" double anchor S-cam front brakes Y _____

16-1/2" x 7" double anchor S-cam rear brakes	Y _____
Tamper proof spring parking brake chambers	Y _____
Front and rear brake drums cast iron	Y _____
Front and rear brake automatic slack adjusters	Y _____
Front and rear brake dust shields	Y _____
Upgraded chassis and bulkhead multiplexing units	Y _____

Frame & Chassis

Wheelbase to be 220" with usable cab-axle of 154"	Y _____
Frame overhang to be 59 inches	Y _____
Frame to be 11/32" x 3-1/2" x 10-15/16" steel	Y _____
Section modulus not less than 16.979 cu. in. per rail	Y _____
RBM shall be a minimum of 2,040,000 lbf. in.	Y _____
Yield strength shall be a minimum of 120,000 PSI	Y _____
Clear frame rails (both) BOC to rear suspension	Y _____
Round collar & pin chassis fasteners in lieu of nuts and bolts wherever possible	Y _____
Dual frame mounted front tow hooks	Y _____

Fuel System

Aluminum fuel tank mounted left side under cab	Y _____
Minimum capacity 50 US gallons	Y _____
Fuel tank to have two externally mounted steps for cab entry with lower step set out in relation to upper step (no exceptions)	Y _____
6 gallon diesel exhaust fluid (DEF) tank left side	Y _____
Fuel/water separator with heated bowl	Y _____

Wheels & Tires

- Front and rear wheel end hubs iron Y _____
- All wheels 22.5" x 8.25" 10 stud hub-piloted steel with 2 hand holes (painted white) Y _____
- Front tires 11R22.5 14 ply tubeless highway radials Y _____
- Rear tires 11R22.5 14 ply tubeless road lug radials Y _____

Cab Exterior

- 106" BBC aluminum conventional cab Y _____
- Leaf spring cab mounts Y _____
- Doors 34" wide x 52.5" tall with 65 deg opening min. Y _____
- Tilting fiberglass hood with attached splash shields Y _____
- Both left & right splash shields must raise with hood Y _____
- Aerodynamic LED cab marker lights & LED tail lights Y _____
- Front bumper 3-piece steel w/collapsible steel ends Y _____
- Removable bug screen **mounted in front of grille** Y _____
- Left & right extended length exterior cab grab handles Y _____
- Dual bright finish remote control heated mirrors Y _____
- Dual 8" bright finish heated convex mirrors Y _____
- Breakaway mirror brackets Y _____
- Dual fender mounted 8" bright finish convex mirrors Y _____
- Dual electric horns Y _____
- Single 11" air horn mounted under deck of cab Y _____
- Windshield 2197 sq. in.; wiper coverage 1427 sq. in. Y _____
- Windshield & all other glass tinted (incl rear window) Y _____
- Wing windows (vent glass) to be operational Y _____

Cab Interior

Custom interior with gray vinyl upholstery	Y _____
Heavy duty insulation (silencer package)	Y _____
Tunnel and firewall insulating liner	Y _____
Integral heater, defroster, and air conditioning	Y _____
HVAC system with electronic controls (no cables)	Y _____
HVAC ducting molded into back of dashboard	Y _____
HVAC vents: 6 windshield defroster, 4 dash, and 4 side window defogger vents minimum	Y _____
HVAC blower motor to be brushless	Y _____
HVAC filter unit located inside cab (no exceptions)	Y _____
Heater core tubes to be 8 mm minimum copper	Y _____
Left & right side dash mounted cup holders	Y _____
Dashboard mounted cigarette lighter	Y _____
Dome light activated by both left and right doors	Y _____
Left & right side interior cab entry grab handles	Y _____
Aluminum scuff plates on inside bottom of each door	Y _____
Left & right side 18" four spoke steering wheels designed for sit down driving capability and vehicle control	Y _____
Left & right side self cancel turn signal switch	Y _____

- Left and right side gauge panels containing
 - speedometer, tachometer, coolant temp,
 - voltmeter, engine oil pressure, air pressure,
 - transmission oil temperature, hour meter,
 - and fuel gauges
 Y _____
- Warning light and buzzer for low air pressure Y _____
- Two speed electric windshield wipers with washer Y _____
- Intermittent (delay) type windshield wipers Y _____
- Two extra dash switches with wiring to back of cab Y _____
- 8 liter windshield washer reservoir Y _____
- AM/FM stereo radio with weather band Y _____
- Cruise control switches in upper left dash panel Y _____
- Dash console removed to allow for installation
 - of ODB vacuum & body control station.
 - Area below the dashboard and between
 - the seats must be totally unobstructed.
 (no exceptions) Y _____
- Left & right side high back air ride seats Y _____
- Black Cordura cloth covering on both seats Y _____
- Dual arm rests on right side seat Y _____
- Storage console between seats on back wall of cab Y _____
- Left & right side interior sun visors Y _____

Paint

- Polyurethane enamel; low VOC single stage; DuPont
 - IMRON 5000 White #N0006EA or equal
 Y _____
- First Service Supplies: Provide the filters, belts,
 - and other supplies necessary to accomplish the
 - the first vehicle service
 Y _____

Warranties

Fill in the standard time/mileage warranty on each of the following and submit the manufacturer's warranty statement with bid:

	time	/	mileage
Basic Vehicle (statement enclosed)	Y _____	/	_____
Engine (statement enclosed)	Y _____	/	_____
Transmission (statement enclosed)	Y _____	/	_____
Axles (statement enclosed)	Y _____	/	_____

Provide information or literature on any available extended warranties and their costs Y _____

Provide list of at least twenty-five municipalities using your product with the ODB vacuum Y _____

Estimated Delivery Time _____

Terms of Payment _____

TOTAL NET PRICE PER UNIT \$ _____

TOTAL AMOUNT OF BID \$ _____

Bid submitted by:

_____ name of company

_____ street address

_____ city, state, zip

_____ telephone number

_____ authorized signature of bidder

_____ printed name of above individual

SPECIFICATION FOR

TRUCK MOUNTED SELF-CONTAINED DEBRIS COLLECTOR

1.0 General:

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

2.0 Power:

	Deviations
2.01 A four-cylinder turbo charged diesel engine rated for a minimum 84HP at 2500 RPMs that complies with Tier III emissions provides the power.	YES ___ NO ___
2.02 The engine shall have replaceable wet type cylinder liners.	YES ___ NO ___
2.03 The engine is equipped with a 12-volt starter, alternator and a heavy-duty air cleaner.	YES ___ NO ___
2.04 A heavy-duty 6.62" diameter x 21" long muffler that is horizontally mounted shall be supplied.	YES ___ NO ___
2.05 The engine sound rating shall be no higher than 80 dBA at 50 feet.	YES ___ NO ___
2.06 For maximum safety, a 4" diameter stainless steel exhaust pipe shall route the engine exhaust out to the underside of the unit.	YES ___ NO ___
2.07 To reduce the possibility of the radiator from becoming clogged with leaf dust, a pressurized "trash" style radiator shall be used.	YES ___ NO ___
2.08 The radiator shall have a minimum of 3 cores to provide maximum cooling.	YES ___ NO ___
2.09 For maximum engine cooling, an 18" diameter fan with seven 5" wide blades shall be provided.	YES ___ NO ___
2.10 The fan blades shall be at a 40° chord angle and are capable of producing 7,600 cfm to pull the air through the radiator.	YES ___ NO ___
2.11 The radiator shall be equipped with a bottom hinged secondary screen.	YES ___ NO ___
2.12 The radiator screen shall be constructed out of 1/2" expanded metal backed with 1/8" hardware screening. The use of fine window screening is not acceptable due to the lack of air that can pass through and the overall durability of it.	YES ___ NO ___
2.13 The secondary radiator screen shall be powder coated black to prevent corrosion.	YES ___ NO ___
2.14 The secondary radiator screen shall be held in place by two adjustable over-center clamps and can be opened and cleaned without powering down the unit.	YES ___ NO ___

3.0 Cab Mounted Controls:

Deviations

- 3.01 The auxiliary engine and hydraulic functions shall be controlled and monitored by an electronic control system with a master display module. YES ___ NO ___
- 3.02 The master display module shall have a 3.5" transfective TFT full color display. YES ___ NO ___
- 3.03 There shall be five navigation buttons and four "soft" function buttons to make interaction with the control simple for the operator. YES ___ NO ___
- 3.04 The master display module shall be mounted on a swivel mount system in between the driver seats. YES ___ NO ___
- 3.05 The swivel mount system shall allow the operator to rotate and or tilt the display module for optimal viewing from either side of the cab. YES ___ NO ___
- 3.06 The control system shall monitor the auxiliary engine's rpm's, water temperature, oil pressure, voltage and fuel. YES ___ NO ___
- 3.07 The display module shall show electronic gauges for all of the above engine functions. YES ___ NO ___
- 3.08 The control system shall indicate when fuel supply reaches 5% reserve and will shutdown the engine when a 2% reserve is reached. YES ___ NO ___
- 3.09 For engine protection, the control system will shut the engine down immediately if the water temperature becomes too high or loss of engine oil pressure. YES ___ NO ___
- 3.10 The following conditions will cause the control system to perform a safe engine shutdown mode: turning the control system off; trap door on blower housing open; high hydraulic oil temperature; and low fuel. YES ___ NO ___
- 3.11 The safe engine shutdown mode function will automatically lower the engine's rpm's down to an idle, disengage the clutch/PTO and allow the engine to run for approximately 30 seconds after a system error has occurred. YES ___ NO ___
- 3.12 The control system will not let the clutch/PTO engage if the engine's rpm's are higher than 900 rpm's. YES ___ NO ___
- 3.13 The control system will automatically disengage the clutch/PTO if the engine has been running too long at idle. YES ___ NO ___
- 3.14 There shall be a true "Emergency" kill switch located on the control panel that will shut down everything immediately. YES ___ NO ___
- 3.15 The control system shall also oversee all hydraulic functions of the unit including the 3 axis hose boom, hydraulic dump and rear door latches. YES ___ NO ___
- 3.16 There shall be a provision that will not let the hopper raise the load until the rear door latches have first been opened. YES ___ NO ___
- 3.17 The display monitor also has an emergency mode that will allow you to work all the hydraulic functions but will disable the clutch and engine rpm functions. YES ___ NO ___
- 3.18 The control system shall also have the capability to log and store critical engine and hydraulic functions to assist with maintenance. YES ___ NO ___
- 3.19 The control system shall have the capability of remote access via telephone modem for diagnostics purposes. YES ___ NO ___

4.0 Engine Enclosure:

Deviations

- 4.01 The engine is fully enclosed in a custom metal housing. YES ___ NO ___
- 4.02 The enclosure shall have front and rear access doors that protect operators from all belts, fans and moving parts. YES ___ NO ___
- 4.03 Front and rear access doors shall have stamped louvers for optimum ventilation. YES ___ NO ___
- 4.04 The top of the engine enclosure shall be completely removable without the use of tools; enclosures that are bolted together are not desirable. YES ___ NO ___
- 4.05 All access doors shall be securely held in place by adjustable twist latches. YES ___ NO ___
- 4.06 The top of the engine compartment shall have hinged doors for convenient access to the radiator cap and oil fill. YES ___ NO ___
- 4.07 Adjustable twist latches shall secure the top access door. YES ___ NO ___

5.0 Fuel Tank:

Deviations

- 5.01 A 40-gallon minimum capacity fuel tank shall be supplied. YES ___ NO ___
- 5.02 The tank shall be constructed out of the strongest of cross link polyethylene resins and is roto-molded in a manner to have a wall thickness of 1/4" over the entire surface of the tank. YES ___ NO ___
- 5.03 Stainless steel, aluminum or steel fuel tank(s) are not desirable due to their corrosive nature and or their tendency to crack due to vibration with this type of machine. YES ___ NO ___

6.0 PTO and Power Transmission Belt Drive:

Deviations

- 6.01 The power take off is a heavy-duty spring loaded automotive type clutch with a 2-1/4" diameter hardened shaft. YES ___ NO ___
- 6.02 PTO shaft shall turn on 2 roller bearings that are pressed into the housing. YES ___ NO ___
- 6.03 The PTO shall be separate from the clutch assembly and bolt directly to the engine bell housing. YES ___ NO ___
- 6.04 The clutch shall consist of an automotive style industrial quality 13" pressure plate and a one-piece clutch disc. YES ___ NO ___
- 6.05 All clutch linkage must be on the outside of the housing so that it is not necessary to remove the clutch housing for adjustments. YES ___ NO ___
- 6.06 Power is transferred from the engine to the impeller shaft via a 4-grooved power band belt. YES ___ NO ___
- 6.07 Power band belt shall provide the suction fan with a 1:1 ratio with the engine PTO shaft speed. YES ___ NO ___
- 6.08 The engine shall be capable of turning the suction impeller 2,300 RPM's when operating. YES ___ NO ___
- 6.09 Both of the drive pulleys shall have a minimum diameter of 11". YES ___ NO ___
- 6.10 The power band belt shall be constructed with Kevlar to provide the maximum amount of life with minimal stretching. YES ___ NO ___
- 6.11 To minimize belt stretching, the maximum distance between the engine PTO shaft and the impeller drive shaft shall be 18". YES ___ NO ___
- 6.12 Means of adjusting the belt tension shall be by raising and lowering the height of the engine via four (4) threaded sleeves. Sliding the engine from side to side to adjust the belt tension is not desirable. YES ___ NO ___
- 6.13 The engine base that supports the threaded adjustment sleeves shall have a minimum thickness of 1/2". YES ___ NO ___
- 6.14 To aid the replacement of the power band belt, a cam rod shall be supplied so that the PTO end of the engine shall be capable of being raised a minimum of 1-1/2". YES ___ NO ___

7.0 PTO Safety Engagement System:

Deviations

- 7.01 The PTO and clutch shall be equipped with a non-electric safety engagement system that prevents abrupt engagement of the PTO at high RPM's. Information MUST be provided with bid packet on this item. YES ___ NO ___
- 7.02 The PTO and clutch shall have an adjustable hydraulic cylinder that automatically ensures that every engagement is exactly the same no matter what operator activates it. YES ___ NO ___
- 7.03 The assist cylinder shall be leak proof and incorporate a constant velocity speed control to ensure precise engagement speed of the PTO every time. YES ___ NO ___
- 7.04 Bidder shall supply a list of ten (10) references that are currently using a PTO safety engagement system on their unit, no exceptions. YES ___ NO ___
- 7.05 For safety reasons, the operator must be able to completely disengage the drive mechanism while the engine is running; fluid drive couplers are not desirable alternatives to the PTO safety engagement system. YES ___ NO ___

8.0 Skid Main Frame:

- 8.01 The skid frame is constructed of heavy-duty enclosed tubular steel, formed and welded for a properly balanced frame. YES ___ NO ___
- 8.02 The frame is constructed out of 3" x 8" tubular steel with 1/4" thick walls. YES ___ NO ___
- 8.03 The skid shall be properly installed and mounted on the chassis frame by the successful bidder. YES ___ NO ___

Deviations

9.0 BE Series Box Container (Bottom Exhaust):

- 9.01 The box has a useable inside capacity of not less than 25 cubic yards and is self-dumping. YES ___ NO ___
- 9.02 Top of the box is equipped three easily removable 1/2" expanded metal mesh screens with a smaller 1/8" metal screening on the inside of the box for proper ventilation. The use of larger sized screening or dust tarps is not desirable. YES ___ NO ___
- 9.03 The top screens slide into a channel and are bolted in place for ease of replacement. YES ___ NO ___
- 9.04 Top screens shall be capable of being removed without requiring personnel to enter the interior of the hopper. YES ___ NO ___
- 9.05 Hinged access panels with over-center latches shall be provided to gain access to the top screens. YES ___ NO ___
- 9.06 To ensure that all material exits the hopper during the dumping cycle, both interior sides of the hopper shall be solid steel panels. YES ___ NO ___
- 9.07 The box is constructed out of 12-gauge steel and shall be bolted to the platform floor should replacement be necessary. YES ___ NO ___
- 9.08 The box is structurally supported by a minimum of four 3" channels vertically positioned on the sides and tied into cross members across the top. Units without top cross members are not desirable. YES ___ NO ___
- 9.09 The interior walls of the box are smooth and the floor has drain holes to help eliminate additional water weight. YES ___ NO ___
- 9.10 The floor of the box shall be supported by channel cross members. YES ___ NO ___
- 9.11 The front of the box shall extend over the suction blower and engine to provide additional protection. YES ___ NO ___
- 9.12 Front of the box shall be angled at approximately 45 degrees to provide a built-in brush guard to guide low hanging branches up and over the unit. YES ___ NO ___
- 9.13 There shall be a 1/4" thick abrasion resistant deflector and an in-line deflector to insure proper settlement of leaves in the box. YES ___ NO ___
- 9.14 There shall be metal duct work so to direct the exhausted air across the top of the box, down the sides and exit at the bottom of the unit. YES ___ NO ___
- 9.15 At the final exit point of the exhausted air shall be angled inward towards the bottom center of the unit. YES ___ NO ___
- 9.16 To help dissipate the exhausted air flow, the air exhaust ducting shall be at it largest opening at the final exit point of the system. YES ___ NO ___
- 9.17 The box is equipped with a single top hinged rear door securely fastened at the bottom corners of the door. YES ___ NO ___
- 9.18 The rear door shall have adjustable tension trusses on each side to maintain a proper seal. YES ___ NO ___
- 9.19 The rear door latch mechanism shall be hydraulically controlled from inside the cab. YES ___ NO ___
- 9.20 As a safety feature, the hopper shall not be able to dump unless the rear door latches have been opened. YES ___ NO ___

Deviations

10.0 Dumping Hoist:

Deviations

- 10.01 The box is dumped via a scissors style lifting mechanism incorporating twin hydraulic cylinders capable of dumping 26.6 tons. YES ___ NO ___
- 10.02 Both dumping cylinders shall have a 5" diameter piston with a minimum stroke of 27". YES ___ NO ___
- 10.03 The lift mechanism is powered up and down. Single acting dump systems are not desirable. YES ___ NO ___
- 10.04 The hopper shall be capable of dumping to not less than a 52° dump angle to assure that all material exits the hopper. YES ___ NO ___
- 10.05 The rear dumping hinge assembly shall be a minimum of 1/2" thick steel with a 2.25" diameter pins. YES ___ NO ___
- 10.06 The dumping hoist shall come standard with a five-year warranty provided by the hoist manufacture. YES ___ NO ___
- 10.07 The dumping of the hopper shall be from within the cab and activated by the electronic control system. YES ___ NO ___
- 10.08 There shall be a hydraulic check valve incorporated into the container box dump cylinders that prevents the box container from falling should a hydraulic line, hose or fitting fail. YES ___ NO ___
- 10.09 The hopper shall have a solid 2" diameter steel shaft mounted from the center of the hopper front floor to align with a guide system to realign the hopper and the blower housing when the hopper is lowered back down into a working position. YES ___ NO ___
- 10.10 The unit shall be designed so that the hopper can not be raised until the rear door latches have been opened. YES ___ NO ___

11.0 Hydraulic Systems:

Deviations

- 11.01 The unit shall be equipped with independent hydraulic systems to provide proper flow and pressure to the dump hoist, rear door latches and 3-axis hose boom assembly. YES ___ NO ___
- 11.02 The unit shall have a gear driven hydraulic pump that is directly coupled to the engine's auxiliary drive. Belt driven or electric/hydraulic pumps are not acceptable. YES ___ NO ___
- 11.03 Hydraulic speed for all boom functions will be adjustable from 0-100% by the control system. YES ___ NO ___
- 11.04 There shall be a multi-port proportional valve body designed to operate all the hydraulic functions. YES ___ NO ___
- 11.05 Each section of the valve body shall have electric solenoids to proportionally activate the proper hydraulic function. YES ___ NO ___
- 11.06 The proportional valve shall allow for multiple hydraulic functions at the same time. YES ___ NO ___
- 11.07 A hydraulic reservoir is supplied with a suction and return hydraulic filter. YES ___ NO ___
- 11.08 Hydraulic tank shall be conveniently mounted on the side of the chassis frame and include a sight gauge and fill cap that are easily accessible. YES ___ NO ___
- 11.09 All hydraulic hoses shall be securely fastened with clamps and protective sheathing. YES ___ NO ___
- 11.10 Hydraulic rubber hoses laying on the deck or not securely fastened will not be accepted. YES ___ NO ___
- 11.11 All hydraulic hoses shall be supplied with JIC swivel type fittings and straight thread o-rings fittings. YES ___ NO ___

12.0 Suction Impeller:

Deviations

- 12.01 The impeller diameter shall be a minimum of 32" with 6 gusseted blades. YES ___ NO ___
- 12.02 The blades are constructed out of 3/8" thick abrasive resistant steel with a Brinell hardness exceeding 360. YES ___ NO ___
- 12.03 For maximum vacuum and superior wear characteristics, the suction blades shall be straight (flat) with no curve or cups formed in them. YES ___ NO ___
- 12.04 The suction blades are to be robotically welded to a backing plate. YES ___ NO ___
- 12.05 The impeller back plate shall have a minimum thickness of 1/4". YES ___ NO ___
- 12.06 The suction impeller blades shall be keyed and notched into the back plating. YES ___ NO ___
- 12.07 Each impeller blade shall have fully enclosed gussets on the back side for support and shall be designed so material can not accumulate on the gusset. YES ___ NO ___
- 12.08 The suction impeller blades shall have a gently serrated tip to lower the operating noise level. YES ___ NO ___
- 12.09 The suction impeller shall be secured to the drive shaft via a taper locking hub to provide a better-fit and easy removal. YES ___ NO ___
- 12.10 The taper locking hub shall have a safety ring to protect it from direct impact of foreign material. YES ___ NO ___
- 12.11 The suction impeller shall be both statically and dynamically balanced. YES ___ NO ___
- 12.12 The suction impeller shall be stress relieved via Bonal stress relief technology. This will ensure the safest and most durable impeller. A copy of the Bonal stress report shall be supplied with the new unit. YES ___ NO ___

13.0 Impeller Support Shaft (Belt Drive)

Deviations

- 13.01 The impeller is supported by a minimum of 2-1/4" diameter shaft. YES ___ NO ___
- 13.02 The impeller shaft shall be supported by two (2) 2-1/4" diameter four bolt flange bearings. YES ___ NO ___
- 13.03 The four bolt flange bearings shall have a double row of precision spherical roller bearings and shall utilize an eccentric locking collar to lock to the shaft. YES ___ NO ___
- 13.04 The impeller bearings shall be heavy duty type with a minimum dynamic load rating of 26,500 pounds. Please indicate the dynamic load rating _____ lbs YES ___ NO ___
- 13.05 The impeller bearings shall be heavy duty type with a minimum static load rating of 31,000 pounds. Please indicate static load rating _____ lbs YES ___ NO ___
- 13.06 The flange bearings shall be mounted to steel plates with a nominal thickness not less than 7/16". YES ___ NO ___
- 13.07 The flange bearings shall have a Teflon seal to prevent any foreign material from seeping through the blower-housing opening. YES ___ NO ___
- 13.08 After the removal of the blower housing cover plate, the entire suction fan, shaft and bearings shall be removable as a complete assembly by the removal of only 8 bolts. YES ___ NO ___

14.0 Blower Housing:

Deviations

- 14.01 Blower housing shall be located at the curbside of the truck & bolted in place. YES ___ NO ___
- 14.02 The outer scroll of the blower housing is constructed out of 10-gague steel. YES ___ NO ___
- 14.03 The front and back plates of the blower housing are constructed out of 7-gauge steel. YES ___ NO ___
- 14.04 The interior of the housing is equipped with a two-piece slip in liner constructed out of 1/4" thick abrasion resistant steel that requires no bolts. YES ___ NO ___
- 14.05 An additional bolt in 1/4" thick liner shall be provided to protect the housing from material that gets carried over before it exits the housing. YES ___ NO ___
- 14.06 An inspection/clean out door is provided with a safety kill switch that shuts the engine down when opened or improperly closed. YES ___ NO ___
- 14.07 The inspection/clean out door shall be side hinged and require no more than two (2) nuts to be removed to open. YES ___ NO ___
- 14.08 The bottom of the blower housing shall have a drain to help prevent water from accumulating when not in use. YES ___ NO ___

15.0 Intake Hose:

Deviations

- 15.01 The intake hose shall be 16" diameter x 144" long of heavy-duty wire reinforced flexible urethane hose with a wall thickness of 0.70". YES ___ NO ___
- 15.02 The hose support tube shall connect to a metal hose support band wrapped around the hose for a secure and safe connection. The use of rubber or belting materials to support the weight of the intake hose is not desirable. YES ___ NO ___
- 15.03 The intake hose is equipped with a 16" nozzle that is constructed out of 12-gauge steel. YES ___ NO ___
- 15.04 The suction nozzle shall be connected to the boom assembly via an I-beam structure that is designed to pivot at both ends. This design provides a secure connection for both vertical and horizontal movement of the assembly. YES ___ NO ___
- 15.05 The suction nozzle shall have wear strips welded to the bottom to prevent the nozzle from being sucked to the ground surface. YES ___ NO ___
- 15.06 The suction hose shall be secured to the straight inlet via an over-center clamp. YES ___ NO ___
- 15.07 The hose shall be capable of pivoting forward or backward and secure itself to the unit for transport without having to remove the hose. YES ___ NO ___

16.0 Exhaust Duct:

Deviations

- 16.01 A rectangular extension of the blower housing shall couple to the bottom side of the box that extends over the engine and blower housing. YES ___ NO ___
- 16.02 There shall be 1.5" thick closed cell rubber gasket to insure a proper seal between the blower housing and the box. YES ___ NO ___
- 16.03 The rubber gasket shall be mounted to a transition piece that is easily adjusted to maintain a proper seal. YES ___ NO ___

17.0 Hydraulic Boom:

Deviations

- 17.01 The intake hose boom shall be a 3-axis (in/out, up/down & forward/reverse) that is hydraulically operated. YES ___ NO ___
- 17.02 The boom assembly must be capable of having a 180° working arc that allows the hose to be pointed toward the front of the truck and swing all the way towards the rear of the truck. YES ___ NO ___
- 17.03 The boom shall raise and lower by a hydraulic cylinder with a minimum 1-1/2" diameter piston with a minimum stroke length of 12". YES ___ NO ___
- 17.04 A double acting hydraulic cylinder shall provide the in/out function of the boom assembly. YES ___ NO ___
- 17.05 A hydraulic motor coupled to a single reduction spindle planetary wheel drive shall provide the 180° forward/reverse boom motion. YES ___ NO ___
- 17.06 Single 2" diameter 4-bolt flange bearings shall support the 3-axis pivot shaft. YES ___ NO ___
- 17.07 Adjustable boom "stops" shall be provided to limit the forward/reverse motion of the boom assembly. YES ___ NO ___
- 17.08 The hydraulic boom shall be capable of working off of the front bumper of the truck and store along the side of the hopper. YES ___ NO ___
- 17.09 Units that store along side the passenger's side of the cab are not desirable. YES ___ NO ___
- 17.10 The pivot point of the boom shall include a bushing and grease fitting for proper lubrication. YES ___ NO ___
- 17.11 The 3 axis hydraulic boom assembly shall be mounted directly over the center of the suction hose so that it can work freely to the front or rear of the unit. YES ___ NO ___
- 17.12 The hydraulic boom shall be straight for maximum strength, booms with kinks or bends are not desirable. YES ___ NO ___
- 17.13 For maximum strength, the first section of the boom shall be constructed out of a minimum of 4" x 4" x 1/4" tubing, with the second section out of 2" x 3" x 1/4" tubing. YES ___ NO ___
- 17.14 The boom assembly shall be mounted to 4" square tubing H-frame that is attached to the 3" x 8" main frame of the unit. YES ___ NO ___
- 17.15 The entire H-frame assembly shall have a hinge assembly that allows it to swing completely out of the way to gain full access to the blower housing. YES ___ NO ___
- 17.16 Complete access for service and maintenance of the impeller and blower housing liners shall not require the removal of the suction hose or 3-axis boom assembly. YES ___ NO ___
- 17.17 Boom controls shall be located in side the cab of the truck. YES ___ NO ___
- 17.18 A 3-way joystick shall be used to control the functions of the boom assembly. YES ___ NO ___
- 17.19 The joystick will determine how fast the desired boom function is based on how much pressure is applied to the joystick. YES ___ NO ___
- 17.20 The joystick shall control the hydraulic boom functions up/down, in/out, and forward/reverse as well as each functions speed. YES ___ NO ___
- 17.21 The joystick shall have the ability to adjust the engine's rpm's. YES ___ NO ___
- 17.22 The joystick shall have the ability to raise and lower the hopper dump function. YES ___ NO ___
- 17.23 The joystick must incorporate a "dead man" trigger that must be pulled in order to activate the joystick. YES ___ NO ___

18.0 Mounting:

Deviations

- 18.01 The unit shall be mounted to the truck chassis using standard body mounting procedures. YES ___ NO ___
- 18.02 The unit shall be equipped with two (2) oak strips in between the truck frame and the unit frame along with all necessary mounting hardware shall be supplied. YES ___ NO ___
YES ___ NO ___
- 18.03 Poly rear fenders shall cover the rear tires. YES ___ NO ___
- 18.04 All wiring shall be run through protective looming and have protective rubber grommets when passing through steel openings. YES ___ NO ___
- 18.05 There shall be a rear bumper mounted approximately 19" from the ground. YES ___ NO ___
- 18.06 The bumper shall have four flush mounted LED type stop and taillights with turn signal indicators. These lights shall use high impact sealed polycarbonate lens and housings with a socket assembly than cams out for easy bulb replacement. YES ___ NO ___
YES ___ NO ___
- 18.07 LED type clearance lights and red/white reflective tape shall be supplied.
- 18.08 At the rear of the unit two (2) LED amber flasher lights shall be flush mounted within the skirting of the box container. The flashing strobe light shall have a sonically sealed, high impact polycarbonate lens and housing, ABS flange and PVC grommet. The electronics shall be completely enclosed in epoxy to resist corrosion and moisture. The strobe lights shall have an electronic flash module with all circuitry to be epoxy-sealed. The LED flashing strobes shall be 5 times brighter than ordinary bulb-type strobe lights. The LED flashing strobe lights shall come with a lifetime warranty. Because of increased visibility of the LED strobe lights and the increased safety factor no exceptions to this specification. Lights mounted on the rear doors of the unit are not desirable. YES ___ NO ___
YES ___ NO ___
- 18.09 Three sonically sealed; round red marker lights shall be mounted at the center-rear of the chassis for visibility. YES ___ NO ___
- 18.10 Two red, dual bulbs, oval corner marker lights with acrylic lens and ABC housing shall be mounted on the rear corners and two yellow, dual bulb, oval corner lights and acrylic lens and ABS housings shall be mounted at the front corners of the trailer bed. YES ___ NO ___
- 18.11 The top four corners of the box shall have armored lights with acrylic lenses and zinc-plated steel housings. The armored lights shall have red lenses in the rear of the unit and yellow in the front. YES ___ NO ___

19.0 Paint:

Deviations

- 19.01 Automotive style paint shall be provided. YES ___ NO ___
- 19.02 To provide the long lasting paint job, all components must be painted prior to assembly. No exceptions to this requirement. YES ___ NO ___
- 19.03 Units that have latches, bolts, nuts, wires, cables, bearings, filters or grease fittings painted will not be accepted. YES ___ NO ___
- 19.04 The unit's engine shall be left the original color so that no wires or labels are painted over. No exceptions to this requirement. YES ___ NO ___
- 19.05 The entire unit must be painted with a finish coat including under the hopper decking and engine compartment. YES ___ NO ___
- 19.06 All hardware shall be cadmium plated and left unpainted. YES ___ NO ___
- 19.07 Each component shall be properly prepared, primed with an acid etching primer, than painted with two coats of customer's choice of color. YES ___ NO ___
- 19.08 The skid frame and underside of the container box shall be painted black. YES ___ NO ___

20.0 Warranty and Manuals:

Deviations

- 20.01 The entire unit shall carry a one-year warranty for parts and labor against manufacturing defects and materials. YES ___ NO ___
 - 20.02 The engine and the PTO clutch shall have a minimum two-year warranty. YES ___ NO ___
 - 20.03 An unconditional 30-day guarantee shall be submitted on the bidder's letterhead stating, "If the end user is not pleased or satisfied in the quality and performance of the proposed equipment within 30 days after delivery and 30 days after the vehicle is placed in service by the Township, a full refund including freight will be furnished to the Township." YES ___ NO ___
 - 20.04 Delivery shall be included in the cost of the unit. YES ___ NO ___
 - 20.05 A minimum of 4 hours of training will be provided to the Service Garage Mechanics pertaining to usage of the equipment, hydraulics, zert locations and greasing requirements and other mechanical instructions. A minimum of 2 hours of Operator Training will be provided. YES ___ NO ___
 - 20.06 Complete parts, operating and service manuals for both the unit and the engine shall be supplied on cd-rom.
-

BID DOCUMENT CHECKLIST

FAILURE TO SUBMIT ANY OF THESE DOCUMENT(S) IS MANDATORY CAUSE FOR REJECTION OF BID.

			Items submitted with bid (Bidder's INITIALS)
1	Form of Bid Proposal	Mandatory	
2	Bid Guarantee (10% of bid)	Mandatory	
3	Ownership Statement of Compliance	Mandatory	
4	List of Subcontractors	Mandatory	
5	NJ Business Registration Certificate (required for Contractor & Sub-contractor)	Mandatory	

FAILURE TO SUBMIT ANY OF THESE DOCUMENT(S) MAY BE CAUSE FOR REJECTION OF BID.

			Items submitted with bid (Bidder's INITIALS)
6	Vendor Certification Form		
7	Bidder Qualification Form		
8	Non-Collusion Affidavit		
9	Exhibit A - Mandatory Affirmative Action Language		
10	Procurement and Service Contracts Language "A"		
11	Bidder's Reference Sheet		

THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

Name of Person preparing Proposal

Signature

Telephone #

Date

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.
Bid Form - 2005

BID PROPOSAL

FOR THE PROVISION OF:

THE TOWNSHIP OF OCEAN

TO: Mayor and Council Members of the Township of Ocean, Monmouth County

We, the undersigned, do hereby certify and declare that we have carefully examined the Bid Specifications for which an advertisement for bids was published to be received on Tuesday, August 24, 2010 at the place designated. We have examined the specifications on file in the office of the Department of Public Works of the Township of Ocean, and do hereby submit the following bids for the work specified in the manner prescribed by the aforesaid specifications.

BID ITEM(S)

BID PRICE

One (1) Truck Mounted, Self-Contained,
One-Man Operation, Leaf Vacuum Units
(25 Cubic Yard)

\$ _____

Amount of Bid in Words: _____

Signature

BID GUARANTEE

Accompanying this proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid bond, or a Certified or Cashier's Check payable to the order of the

TOWNSHIP OF OCEAN

In the sum of _____ dollars (\$ _____)

Which the Undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for a the project or furnish the bonds required within the stipulated time; otherwise, the check will be returned to the Undersigned.

_____	COMPANY	_____
Witness	SIGNATURE	_____
	TITLE	_____ (SEAL)

ATTACHED BID BOND

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

Chapter 33 of the Public Laws of 1977 (NJSA 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, unless prior to the receipt of the bid corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

STOCKHOLDERS:

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

Subscribed and Sworn to before me

this _____ day of _____, 200

State of _____ County of _____

Notary Public/Seal/Commission expires on _____

(Name of Business)

(Affiliate)

(Corporate Seal)

BIDDER QUALIFICATION FORM

(N.J.S.A. 40A:11-20)

Project known as _____

Name of Prospective Bidder _____

Address _____

Phone Number _____ Date _____

1) How many years has your organization been in business under your present name?

2) Have you ever failed to complete any work awarded you? Yes _____ No _____
If yes, State where and reasons
why? _____

3) Has any officer or partner of your organization ever failed to complete a contract handled in his own name? Yes _____ No _____

4) Have any liens or lawsuits of any kind been filed against any of your contracts?
Yes _____ No _____ Give full details _____

5) List Surety Companies which have heretofore bonded you (name, address & amount of bond).

6) List all contracts which you are now performing or for which you have signed contracts, but not started work (owners name, location and amounts).

7) State all equipment owned by you for use in this contract.

8) Additional remarks:

9) Provide the names, address and phone number for references for the three (3) projects listed above:

Signature of bidder's authorized representative: _____

Title: _____

Witness _____ Date: _____

(SEAL)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

ss:

I, _____ of the Municipality of _____
(Print Name)

in the County of _____ and the State of _____ am of full age, being duly sworn according to law on my oath depose and say that:

I, am _____ of the firm of _____
(Print Title) (Print Name of Firm)

the bidder making the Proposal for the above named Project, and that I 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 further agree that I will not so participate in any collusion violate the terms of the specifications, and, in particular, paragraph II E 1, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Ocean relies upon the truth of the statements contained in said Proposal 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 contact upon and 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:

(Name of Contractor) (N.J.S.A. 52:34-15)

Witness Authorized Signature

Subscribed and Sworn to before me

this ___ day of _____, 200__

State of _____

County of _____

(Print Name and Title)

(SEAL)

Signature of Notary Public
My Commission Expires on _____
(SEAL)

EXHIBIT A

MANDATORY EQUAL OPPORTUNITY EMPLOYMENT LANGUAGE

(N.J.S.A. 10.5-31 et seq.)

(N.J.A.C. 17:27)

GOODS, SERVICES AND PROFESSIONAL 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 Contracting 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, sex, affectional or sexual orientation.

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 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 or applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time and with the Americans with Disabilities Act.

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 N.J.A.C. 17:27-5.2; 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 the applicable county employment goals determined by the Div. of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

XV-1

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

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

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, sex, affectional or sexual orientation 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.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

PROCUREMENT AND SERVICE CONTRACTS

LANGUAGE "A"

In the event that you or your firm is awarded this contract, our office, upon award, will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.)

1. Does this contract have the potential of having a dollar value of \$17,500 or more?

Yes (If yes, complete #2)

No (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

Yes (If yes, submit a Photostat copy)

No (If no, complete "A" below)

A. Does your company have a Certificate of Employee Information Report?

Yes (If yes, submit a Photostat copy)

No (If no, complete "B" below)

B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

3. Each contract over \$17,500 must also contain Language "A".

4. Are you a minority-owned business?

Yes No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval OR 2. Certificate of Employee Information Report.

I certify that the above information is correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

Special Note: This questionnaire must be completed, signed and returned with your contract or bid proposal.

AN EQUAL OPPORTUNITY EMPLOYER

INSURANCE SPECIFICATIONS

SCHEDULE A

The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the **TOWNSHIP** together with evidence of such insurance as stated below. Thirty (30) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the **TOWNSHIP** by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificate of Insurance shall state:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the **TOWNSHIP** as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an “occurrence” basis. The **TOWNSHIP** may waive or modify any requirement stated herein if the **TOWNSHIP**, in its sole judgment and discretion, deems it would be in its best interest to do so.

A. Workers' Compensation

The Contractor shall obtain Standard Workers' Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law of the State of New Jersey. If the contractor is incorporated outside the State of New Jersey, the said policy must include the "the Other States Endorsement."

B. General Liability

The Contractor shall obtain General Liability Insurance on an “occurrence” form with a one million dollar (\$1,000,000.00) combined single limit of liability per occurrence and a three million dollar (\$3,000,000.00) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-11-85 Amendment-Aggregate Limits of Insurance (per project).

C. Automobile Liability

The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos.

D. Umbrella/Excess Liability

Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000.00 combined single limits per occurrence.

E. Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Entity, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Entity, the Contractor shall, upon notice to that effect from the Entity, within thirty (30) days obtain a new policy, submit the same to the Entity of approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Entity, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor or any liability under the Agreement. All policies required above shall contain a thirty-(30) day notice of cancellation and/or non-renewal and shall require the insured to notify the Entity of its intent to either cancel or not to renew immediately.

F. Insurance Companies

The Contractor shall use an Insurance Company(s) that has (have) an A.M. Best Rating of at least AX.

The **TOWNSHIP**, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than AX. All such requests must be forwarded to the **TOWNSHIP** for its review and approval. The Contractor shall use an insurance company(s) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

G. Hold Harmless Provision

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the **TOWNSHIP**, its consultants, its officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Contractor shall furnish evidence to the **TOWNSHIP** that with respect to accomplishing the work in the Agreement, it carries said contractual Liability Insurance in the amounts specified in Paragraph B above.

"Business Registration Certificate"
(C. 57, Laws 2004-S1778)

Pursuant to P.L. 2004, C.57 all Bidders are required to submit a Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue, which will establish that the Bidder is Registered Pursuant to the Business Registration Act.

(NOTE: required for both Contractor & Sub-contractor)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE SAMPLE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 349 TRENTON, N.J. 08646-0349
TAXPAYER NAME: NEW JERSEY STATE LEAGUE OF MUNICIPALITY	TRADE NAME:	
TAXPAYER IDENTIFICATION#: [REDACTED]	SEQUENCE NUMBER: [REDACTED]	
ADDRESS: 407 W STATE ST TRENTON NJ 08610	ISSUANCE DATE: 08/19/04	
EFFECTIVE DATE: 07/01/76	<i>J.P. S. Tully</i> Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

Bidder to attach a copy of Business Registration Certificate

“Contractor & Sub-Contractors”
LIST OF SUBCONTRACTORS

NJSA 40A:11-16 provides that bidders on public projects shall provide “the name or names of all subcontractors to whom the bidder will subcontract with, each of which subcontractors shall be qualified in accordance with this act.”

The bidder to provide the name, address and description of work to be performed by all subcontractors.

Name of bidder: _____

Address: _____

The undersigned bidder declares that the subcontractors listed below be used as subcontractors to complete certain portions of the work in this project.

The subcontractors identification form shall set for the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the Bidder be awarded the contract.

Subcontractor Name and Address	Nature of Work to be completed by Subcontractor

Attach additional sheets if necessary

Signature of Bidder’s Authorized Representative: _____

Title: _____

Date: _____

BIDDER REFERENCE SHEET

1. Name and address of all previous locations where said service has been performed.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

2. Name, address and telephone number of the principal party to whom you or your firm were responsible for the satisfactory performance of this service.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

Name of Person preparing Proposal

Signature

Telephone # Date