BID SPECIFICATION FOR A

COMPLETE SUBASSEMBLY COMPONENTS for FIELD CONVERSION of the SCARAB HALF-TRACK WINDROW TURNER to a RUBBER TIRE WHEEL DRIVE

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 07755 on Wednesday, September 9, 2009 at 3:00 PM 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 22, 2009 ISSUE OF THE ASBURY PARK PRESS.

LEGAL NOTICE **LEGAL NOTICE** **LEGAL NOTICE**

TOWNSHIP OF OCEAN – COUNTY OF MONMOUTH

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

COMPLETE SUBASSEMBLY COMPONENTS FOR
FIELD CONVERSION OF THE SCARAB HALF-TRACK WINDROW TURNER
TO A RUBBER TIRE WHEEL DRIVE

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 **WEDNESDAY, SEPTEMBER 9, 2009** at **3:00 p.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.

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 September 9, 2009 **at 3:00 pm** 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 entitled with ink by the person signing the bid.

G. Each bid proposal form must give the full business address, business phone, Fax, and e-mail if available of 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, 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 a 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 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.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount to the contract, pursuant to NJSA 40A:11-22.

Failure to submit consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contact shall be cause for declaring the contract null and void pursuant to NJSA 40A:11-22.

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 property 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 to issue shall become part of the specification and bid documents, and shall be acknowledged by the bidder on 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 works 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.

IV. INSURANCE AND INDEMNIFICATION

The insurance documents shall include but are not limited to the following coverages:

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) an 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 for any one person and $1,000,000.00 for any one accident for bodily injury and $3,000,000.00 aggregate for property dames, and shall be maintained in full force during the life of the contract.

B. CERTIFICATES OF THE REQURED 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 cost of every by name and description to which the owner may be subjected or put by reason of injury, 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 agent, servants, or subcontractors in the delivery goods and services, or in the performance of the work under the contract.

V 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.

VI 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 summaries the full require r4egulatory test, which is include as Appendix 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-.

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 Appendix B 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 owns ten percent or more of its stock of any class, or of all individual partners in the partnership who owns then percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirements 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 or Revenue. Information on obtaining BRC available on the Internet at www.nj.gov/njbgs 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 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 contacting agency, a contractor must submit to the contracting agency an accurate list of all subcontractor 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.

VII. 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 subject to the availability and appropriation of sufficient funds annually. Please see Section IX. 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.

VIII CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A All bids pursuant to NJSA 40A:11-13.2;
B If more than one bid is received from an individual, firm or partnership corporation or association under the same name
C Multiple bids from an agent representing competing bidders;
D The bid is inappropriately unbalanced;
E The bidder is determined to possess, pursuant to NJSA 40A:11-4bm Prior Negative Experience.
F. If the successful bidder fails to enter into a contract with 21 days, except Sundays and holidays 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.

IX 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 transfered 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.

X. 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 197

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 provided in the detailed requirements.

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.

TECHNICAL SPECIFICATIONS

Specifications for the Complete Subassembly Components for Field Conversion of the Scarab Half–Track Drive Windrow Turner to Rubber Tire Wheel Drive

The following technical specifications describe the minimum acceptable criteria for the design and ultimate intended function of sub-assembly components necessary to successfully convert a Scarab self-propelled straddle style windrow composting machine from a half-track drive configuration to a rubber tire drive configuration utilizing the originally integrally incorporated bolt-on adaptation feature. All necessary conversion components comprising the wheel drive subassemblies shall be new and unused and shall be furnished complete with the exception of the existing forward four (4) machine height adjustment drive support frame hydraulic cylinders and the W6C Torque Hub assemblies currently part of the half-track drive apparatus. These components shall be salvaged from the half-track machine and incorporated by others into the newly furnished rubber tire drive subassemblies which when fully installed by others shall complete the desired drive configuration conversion. The bidder shall indicate in the spaces provided whether its proposed sub-assembly components comply in every detail with each of the specifications. Any deviation from the written specifications, regardless of how slight, shall be noted below and explained in detail on a separate sheet titled "Deviations from Written Specifications with Explanation".

	Full Compliance	Exception
Noted The structural frame shall be constructed of 4" x 6" x 1/4" and 4" x 4" x 1/4" structural steel tubing with continuous welding.	_____	_____
The drive wheel subassemblies shall be configured so that upon installation the wheels themselves shall be located at the forward sides of the machine and shall employ the original height adjustment cylinders which shall attach each drive wheel assembly to the frame. They shall be connected over the axle, one on each side of the tire.	_____	_____
The new drive wheel subassemblies when properly installed by others shall be designed to allow height adjustment through the independent raising and/or lowering of the right side of the machine (i.e., the right front and right rear corners together); the left side of the machine (i.e., the left front and left rear corners together); and/or the rear of the machine (i.e., the left rear and right rear corners together). This function shall be identical to that of the machine in its previous half-track configuration.	_____	_____
The new drive wheel subassemblies shall incorporate the following major strategic components into the structure:		
P2B-SCM-300 Wheel Drive Bearings	_____	_____
23.1 x 26" Deep Lug Traction Drive Tires	_____	_____
20" x 26" x W6C Custom Rims	_____	_____
W6C Torque Hub Tops	_____	_____

	Full Compliance	Exception Noted
The wheel drive subassemblies shall be primed and finish painted white industrial grade enamel.	_____	_____
Direct OEM Scarab Factory Support personnel shall be available to answer questions via telephone and guide the designated installers in replacing the half-track drive subassemblies with the new wheel drive conversion subassemblies as set forth in the bidders enclosed proposal.	_____	_____
On-site Scarab authorized Factory Technical and Labor Support personnel shall be available if requested by the machine owner. This shall be charged to the machine owner at standard on-site service rates and through coordination with the bidder submitting the enclosed proposal.	_____	_____
The successful bidder shall perform an on-site inspection of the existing machine and shall take measurements to ensure compatibility of the replacement conversion components.	_____	_____
The successful bidder shall provide shipment of the new drive wheel conversion subassemblies within 45 days of the formal award of the bid and receipt of the executed contracts.	_____	_____
All newly furnished drive wheel subassembly components shall be warranted against defects in materials and workmanship for a period of six (6) months from the date of delivery and installation to and by the owner.	_____	_____

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	**Consent of Surety**	Mandatory	
4	**Ownership Statement of Compliance**	Mandatory	
5	**List of Subcontractors**	Mandatory	
6	**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)
7	**Vendor Certification Form**		
8	**Bidder Qualification Form**		
9	**Non-Collusion Affidavit**		
10	**Exhibit A - Mandatory Affirmative Action Language**		
11	**Procurement and Service Contracts Language "A"**		
12	**Bidder's Reference Sheet**		

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

_____

Name of Person preparing Proposal

_____

Signature

_____

Telephone # **Date**

THIS CHEKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCMENTS.

Bid Form - 2005

TOWNSHIP OF OCEAN

BID PROPSAL
FOR

To the Township of Ocean Council
Of the Township of Ocean

Gentlemen:

We the undersigned certify and declare that we have carefully examined the specifications and contract terms contained in the "Invitation to Bid, Specifications, and Contract Terms" regarding Scarab Half Track to Wheel Drive Conversion for the Public Works Department, Township of Ocean, New Jersey and understand that our bid proposal is required to be received in the Office of the Township Manager on 2009 at 3:00

BID ITEM	**BID PRICE**
Two (2) rubber tire wheel drive conversion subassemblies in strict compliance with the above technical specifications and not including the final drive Torque Hubs nor height adjustment drive support hydraulic cylinders which shall be supplied by others as salvaged from the existing machine, bid items shall be delivered not installed.	$_____

Optional Equipment:

Two (2) new W7C18Z494X Torque Hubs delivered, however, not installed, to replace the existing W6C Torque hubs as supplied by others, total for two (2)	$_____.
Four (4) new Cross hydraulic frame support height adjustment cylinders, delivered, however not installed to replace the existing frame support height adjustment cylinders currently on the owner's machine, total for four (4)	$_____.

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 _____

_____ SIGNATURE _____

Witness

TITLE _____

(SEAL)

ATTACHED BID BOND

CONSENT OF SURETY

In consideration of the premises and of One Dollar ($1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 200

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

(A corporate acknowledgment and statement of authority to be here attached by the Surety Company)

_____
(Surety Company)

_____ _____
Attest: Surety Company / Attorney-in-fact

(Surety may substitute a similar statement subject to the Owner's approval.)

_____ _____
WITNESS TITLE

_____ _____
WITNESS SURETY SEAL

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:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ 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 restrain 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:

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

_____ _____
Witness Authorized Signature

Subscribed and Sworn to before me

this ___ day of _____, 200__ _____
(Print Name and Title)

State of _____

County of _____

_____
(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.

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)**.

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 "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 limit 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 an/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(ies) 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(ies) 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.

LIST OF SUBCONTRATORS

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: _____

6/04

BIDDER REFERENCE SHEET

1. Name and address of all previous locations were 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**

VENDOR CERTIFICATION FORM

Also enclosed herewith in conformity with the specifications is a certified check made payable to the order of the Treasurer of the Township of Ocean in the sum of _____ Dollars ($_____) or bid bond in the like amount which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty, if this bidder is the successful bidder to whom or which a contract is awarded and the undersigned shall fail to execute the contract in accordance with the specifications.

Also enclosed herewith are the executed standard Non-Collusion Affidavit and the Bidder Qualification Form.

Also enclosed herewith is the Affirmative Action Affidavit in compliance with the Affirmative Action Regulation P.L. 1975-127.

The undersigned is an individual, corporation or partnership having its principal offices at _____ and in the event that it is a corporation it is organized under the Laws of the State of New Jersey or authorized to do business thereon.

COMPANY _____

_____ SIGNATURE _____
Witness

TITLE _____
(SEAL)