

NOTICE TO BIDDERS

NOTICE is hereby given that the Township Committee of the Township of Tabernacle, in the County of Burlington and State of New Jersey, **will receive sealed bids at 10:00 a.m. June 16, 2015** at Tabernacle Town Hall, 163 Carranza Road, Tabernacle, NJ 08088 for:

ONE TRUCK MOUNTED COMBINATION JETTER / VACUUM MACHINE

I. SUBMISSION OF BIDS

A. Copies of the Specifications, Instruction to Bidders and Proposal Forms are on file with the Registered Municipal Clerk, La Shawn R. Barber, and may be obtained at the Tabernacle Town Hall, 163 Carranza Road, in said Township between the hours of 8:00 AM and 4:00 PM on any day, Monday through Friday or by Email: Lastwpcclerk@townshipoftabernacle-nj.gov.

B. All bids shall be submitted by the hour, date and place indicated above for receiving sealed bids, and shall be submitted only on the official proposal form in a sealed envelope bearing the name and address of the bidder, clearly marked "BID", addressed to the Registered Municipal Clerk.

C. It is the bidder's responsibility that bids are presented to the Township at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township 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.

D. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals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 sixty (60) calendar days.

E. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures 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 in ink by the person signing the bid.

F. All bids must be accompanied by a bid guarantee in 10% of the amount bid, but in no event for more than \$20,000.00. The bid guarantee must be by certified check, bid bond or cashier's check drawn to the order of the Township of Tabernacle pursuant to NJSA 40A: 11-21. 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 NSJA 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of 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 the 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:

- N.J.S.A. 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.
- N.J.S.A. 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 a public servant, which is a violation of official duty.
- N.J.S.A. 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.

I. The Notice to Bidders, these Instruction, the attached Specifications, the Proposal Form and Equivalency Sheet and all other documents submitted, as well as the Contract shall be part of and constitute the contract.

II. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. 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 N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications 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 Township’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 Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in 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 is not required for this bid.

The Township reserves the right to reject any and all bids or to waive any informality in the bid proposals that may be deemed to be in the best interest of the Township. The Township will award a contract on this bid subject to the availability of funds therefor. Bidders are required to comply with the requirements of P.L. 1975 C.127 and P.L. 1977 C.33.

By order of the Township Committee of the Township of Tabernacle.

**La Shawn R. Barber, RMC
Township Clerk**

TABERNACLE TOWNSHIP
ONE TRUCK MOUNTED COMBINATION / VACUUM MACHINE
INSTRUCTIONS TO BIDDERS, SPECIFICATIONS
AND PROPOSAL FORMS

INSTRUCTIONS

1. The Notice to Bidders, these Instruction, the attached Specifications, the Proposal Form and Equivalency Sheet and all other documents submitted, as well as the Contract shall be part of and constitute the contract.
2. The equipment to be purchased shall be Truck Mounted Combination Jetter / Vacuum Machine, **hereinafter A/K/A Jetter/Vac**, all in conformity with the specifications attached hereto.
3. Where the Jetter/Vac offered alleges to be the equivalent, the bidder shall specify and identify the make and model of the equipment; supply any tests, certifications or data verifying the equivalency. Indicate specifically those items in the Specifications, which are not the items specified but alleged to the equivalent, with similar supporting data as to the equivalency.
4. In the event of any questions as to the equivalency of the equipment bid, the matter will be determined by the Township Committee, or in the discretion of the Township Committee may be determined by a panel of three disinterested arbitrators named by the Township, and in such event all bidders and their proposed Sureties hereby consent that the statutory time for award of the contract is extended for 30 days. Such determination shall be binding on all bidders and the Township.
5. The Jetter/Vac is to be delivered must comply with all relevant Federal or State laws, rules or regulations for such equipment or its use of operation.
6. Payment for the Jetter/Vac will be made following delivery, testing and acceptance thereof in one lump sum upon execution and presentation of a Township municipal voucher. (See instruction #17)
7. All test requirements shall be made at seller's expense and risk.
8. Specific reference in the Specifications, by name, make, catalog or model number, with or without the words "or equivalent" shall be interpreted as indicating the precise equipment or its equivalent to be delivered and shall not be construed as limiting competition. The bidder may, by his bid, offer delivery of the Jetter/Vac of other name, make, catalog or model number that is the precise equivalent in all respects of the Jetter/Vac name, made, catalog or model number specified herein.
9. Where any item specified is not to be delivered in strict accordance with the Specifications, but the bidder intends to offer an alleged equivalent, the bidder must submit on the sheet entitled "Equivalent Sheet" following the Specifications the specified item which will not be delivered and list opposite it the alleged equivalent equipment that will be substituted and shall, in addition, supply the material specified in Instruction #3.

10. Where there is a deviation from the Specifications, the Township will not accept a bid unless it offers equipment equivalent of the Specifications.
11. Bids shall be submitted on the Proposal Form provided in the bid package, and shall include the equivalent sheet where it is intended to submit equivalents. The materials required by Instruction #3 shall be enclosed in the sealed envelope addressed to and delivered to the Municipal Clerk at the Town Hall, 163 Carranza Road, Tabernacle, NJ 08088, in said Township by 10:00 am on **June 16 2015**, at which time and place they will be publicly opened and read aloud.
12. A Certified Check, Cashier's Check or Bid Bond shall accompany each bid to the Township in the amount of 10% of the amount bid, or \$20,000, whichever is lesser.
13. The successful bidder shall, within ten days of notification of the award of the bid, enter into a contract in the amount of the bid and in the form annexed.
14. **The Jetter/Vac must be delivered 30 days from the date of the award of the bid.**
15. The Jetter/Vac shall be delivered at the bidder's expense and, until accepted, at bidder's risk.
16. Successful bidder shall notify the Township Committee of the delivery date at least five days prior to delivery. Successful bidder shall deliver the Jetter/Vac to the Municipal Garage, 163 Carranza Road, Tabernacle, NJ. The Jetter/Vac shall be delivered F.O.B. destination.
17. Upon acceptance of the Jetter/Vac after satisfactory testing and inspection thereof and receipt of a proper municipal voucher the Township, not later than the next regular meeting of the Township Committee shall approve payment thereof in the amount of the bid and transmit its check to bidder. However, see paragraph 28.
18. Since it is impossible to precisely fix the damages resulting from late delivery of the Jetter/Vac, and without waiving any other remedy the Township may have, the bidder shall pay to the Township or the Township at its election may deduct from the purchase price, as liquidated damages and not as penalty, the sum of twenty-five dollars for each day that lapses between the time herein specified for delivery and the time of actual delivery.
19. It is expressly understood and agreed that each and every provision required by law to be inserted in municipal contract of this nature, shall be deemed to be part of the Instructions and Specifications and become part of the Contract as fully as if herein set forth. Such statutes are adopted by reference.

20. No bid that adds to, qualifies, omits, contradicts, or changes the things required by these instructions, the Notice to Bidders, the Specifications (Except for Equivalents), that is not on the proposal form supplied, or is not accompanied by the bid bond certified check or cashier's check will be accepted. Delivery time must be specific.
21. Bidder may furnish photographs and drawings giving principal dimensions and technical description of the equipment offered.
22. As a condition of the acceptance and consideration of the bid, each bidder shall submit his standard **Warranty** and state the length of time it shall be in effect. The **Warranty** period shall not be less than six (6) months.
23. Each bidder shall specify in the Proposal the delivery date of the Jetter/Vac but not later than 30 days from the date of awarding the contract and strict adherence thereto will be insisted upon.

24. A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included 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 a 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 or 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 N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

25. 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 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.

26. In conformance with the provisions of the Chapter 33, laws of 1977.

A. If the Bidder is a Corporation:

1. Enclose with your bid the names and addresses of all of your stockholders, or any class, who own 10% or more of you stock.
2. If one or more of such stockholders is itself a corporation, ALSO, enclose a list of the names and addresses of the owners of 10% or more of the stock of THAT Corporation. Continuing the disclosure until the names and addresses of every non-corporate stockholder exceeding the 10% criteria has been listed.

B. If the Bidder is a Partnership:

1. Enclose with the bid the names and addresses of every partner owning a 10% or greater interest in it.
2. If any such partner is a corporation, submit the names and addresses of all persons owning 10% or more of the stock of THAT Corporation, continuing the disclosure until the names and addresses of every non-corporate stockholder or individual partner exceeding the 10% criteria has been established.

The Act forbids award of a bid to any corporation or partnership not complying with the foregoing requirements.

27. Pursuant to R.S. 40A:11-18 only manufactured products of the United States, wherever available, shall be used.

28. The bidder shall furnish satisfactory evidence of his ability to insure prompt and reliable service and parts availability. Location of service facility, ability to provide service at township's location, and size of parts inventory will provide evidence of this ability.

29. A Non Collusion Affidavit shall be properly executed and submitted with the bid proposal.

30. The award of any contract to lowest responsible bidder for the purchase of Jetter/Vac **is subject to, conditioned and contingent** upon the Township obtaining funds sufficient to finance and pay for said Jetter/Vac.

31. Bidders shall submit a total lump sum bid for the Jetter/Vac as indicated. All delivery costs shall be included in bid price. All deliveries shall be F.O.B. destination. Delivery time shall be clearly indicated.

32. Successful bidder agrees that they will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of any part of the bid package on their part, or of any failure fully acquaint themselves with any conditions relating to the contract.

33. The successful bidder shall obtain a statement of origin and/or titles for the Jetter/Vac per their Proposal made out in the name of "Township of Tabernacle, NJ." All paper work (Title, Bill of Sale, Exemption Certification, etc.) shall be submitted to the Township of Tabernacle, 163 Carranza Road, Tabernacle, NJ 08088 in said Township, at time of delivery.

34. Successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Tabernacle.

35. The Township Committee reserves the right to accept or reject any or all bids, or to accept a portion only of any bid, and to waive any immaterial defect or informality in any bid should it be in the interest of the Township of Tabernacle to do so.

36. One bid per bidder only.

PROPOSAL

_____ **(BIDDER)**

_____ **(ADDRESS)**

HEREBY PROPOSES TO deliver to the Township of Tabernacle at the location designated by the Township Committee, on or before _____, but not later than 30 days after the award of bids, whichever date first occurs. One Truck Mounted Combination Jetter / Vacuum Machine, all in conformity with the Specifications or the equivalent therefore, the Notice to Bidders, the Instruction to Bidders for the full price of \$_____, which is the lump sum price for a Truck Mounted Combination Jetter / Vacuum Machine. I warrant that the machine is in good working order and functions as designed.

(Witness)

(Signature of bidder) Individual

(Secretary or assistant secretary)

(President, V.P. or authorized Signatory)

Attest
(Affix corporate seal and a copy of
Corporate resolution authorizing or other entity)
Bid and contract if successful bidder)

(authorized signatories for partnership)

EQUIVALENCY LIST

CONTRACT

THIS AGREEMENT dated _____, and made between the Township of Tabernacle, in the County of Burlington, State of New Jersey, a municipal corporation, hereinafter called the Township, the party on the first part; and

Hereinafter called the Bidder, party of the second party.

WITNESSETH, that for and in consideration of the mutual undertakings herein set forth the Bidder will:

1. Sell and deliver to the Township of Tabernacle, one Truck Mounted Combination Jetter / Vacuum Machine with Township selected options, all in strict conformance with the Notice to Bidders, Specifications or (Equivalent List), and Proposal, all of which are attached hereto and made a part of this contract as fully as if herein set forth, for the full price of \$_____ the total sum in the Proposal, on or before _____.

The Township of Tabernacle will:

1. Upon completion performance of this Contract in conformity with the contract documents, pay to the Bidder in the manner, upon the conditions and by the terms in the Instructions to Bidders specified the total purchase price mentioned above.
2. Affirmative Action exhibit is attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers pursuant to authority properly conferred and have hereunto set their hands and seals as of their _____ day of _____2015.

Attest:

TOWNSHIP OF TABERNACLE

**LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK**

BY:_____
**KIMBERLY A. BROWN
MAYOR**

ATTEST:

BIDDER:

NON-COLLISION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I _____ of the Township of _____ in
The State of _____ of full age, being sworn according to law on my oath
depose and say that: I am _____ of the firm of _____
And the bidder making the Proposal for this Project, and that I executed the said Proposal
with full authority so to do: 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 Project, and that all statements contained
in said Proposal and in this affidavit are true and correct and made with full knowledge
that the Municipality 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 contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by _____

By _____
Name printed _____
Title _____

Subscribed and sworn to before me
This _____ Day of _____ 2015

Notary Public of _____
My commission expires _____

CONFLICT OF INTEREST

State of New Jersey, Laws of 1977, Chapter 33

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 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 or accompanying the bid, of said corporation or said 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 10% or greater interest therein as the case may be. If one or more such stockholder or partner is itself a corporation or partnership; the 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 non-corporate stockholders and individual partner, exceeding the 10% ownership criteria established in this act has been listed.

DISCLOSURE STATEMENT (P.L. 1977. CHAPTER 33)

The following statement is list of all stockholders in this corporation or partnership with 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the 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 the names and addresses of every non-corporation stockholder, and individual partner exceeding the 10% ownership criteria has been listed.

BID ITEM: _____

NAME OF CORPORATION

OR PARTNERSHIP: _____

Stockholders in the corporation or partnership who owns 10% or more of this stock, of any class.

NAME	ADDRESS	NUMBER OF STOCK OR PERCENT OF INTEREST IN PARTNERSHIP CORP.
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OR: All individual partners in the partnership who own 10% or greater interest therein: _____

OR: If one or more such stockholder or partner is itself a corporation or partnership, the stockholder, 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:

<u>NAMES</u>	<u>ADDRESSES</u>
_____	_____
_____	_____
_____	_____

Disclosure Statement of Stockholders/Partners must be included with bid submission to compliant.

By _____
Name Printed _____
Title _____

Witness _____
Dated _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS**

P.L. 1975, C.127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27) Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR
2. A photocopy of approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATION OF P.L. 1975, C.127.

The following question must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
If yes, please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?
YES _____ NO _____
If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____

TITLE: _____

Note: A contractor's bid must be rejected as non-responsive if a contractor Fails to comply with requirements of P.L.1975,c.127, within the time frame.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

P.L. 1975, c. 127 (N.J.A.C. 17:27)

EXHIBIT A

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

The contractor or subcontractor where applicable will not discriminate against any employee because of age, race, 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advertising the labor union or workers' representatives' commitments under this act and shall place copies of the notice in conspicuous places available to employees and 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 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 Affirmative Action Office 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 union, that it does not discriminate on the basis of age, creed, color, national arigin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment or 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 Laws and applicable Federal Court decisions.

The Contractor or subcontractor 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 purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Tabernacle, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §119101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

SPECIFICATIONS TRUCK MOUNTED COMBINATION JET / VACUUM MACHINE

INTENT

The intent of the specification is to define the minimum performance requirements for a chassis mounted combination sewer and catch basin cleaner. The unit shall use high pressure water to back flush debris to the catch basin or manhole while simultaneously using vacuum generated by a positive displacement rotary lobe pump to load the debris into the sealed collector body.

GENERAL:

2010 or newer jet /vacuum combination machine mounted on a single rear axle chassis. Chassis not to exceed 60,000 miles, water pump not to exceed 200 hours, and vacuum pump not to exceed 200 hours. All oils and filters must be freshly serviced before delivery. Truck must pass current state inspection. In all cases the completed machine must conform to all federal, state, and local laws applicable to this type of equipment. All components of the machine shall be powered by the chassis engine. The use of additional engine(s) shall be not acceptable and be considered non responsive due to increased costs of maintenance and fuel. Bidders are required to state their compliance to these specifications at the end of each section. Any deviations, changes or exceptions must be noted.

General: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

CHASSIS

The chassis shall be as follows:

- 2010 or newer (4X2) SBA -50,000 lb. GVWR
- Engine: 350 HP, 1150 lb.-ft torque @ 1200 RPM
- 2007 EPA level emissions
- Transmission: Allison 3000 RDS-P, 6 Speed
- Exhaust: Single, vertical DPF, RH side back of cab
- Wheelbase: 240.00" (172.90"CA)
- Front Axle to back of cab 67.10"
- Front Axle 20,000 lb. capacity
- Rear Axle 30,000 lb. capacity – No Exceptions
- Rear Suspension = Vari-Rate; 31,000 lb capacity
- Rear Axle Ratio = 5.57
- Drive Line = SPL170XL series
- Front Tires = 425/65R22.5, 20 ply
- Rear Tires = 315/80R22.5, 20 ply
- Outer Frame = "C" Channel, 120,000 PSI Yield, 10.813" x 3.892" x 0.3125"
- Front Frame Extension (as purchased) = 20" in front of grille, integral
- Cab factory painted: White or Red
- Frame factory painted: Black
- Chassis not to exceed 60,000 miles

- Water pump not to exceed 200 hours
- Vacuum pump not to exceed 200 hours

Chassis: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

DEBRIS COLLECTOR TANK

The debris tank shall be a true cylindrical tank constructed of constructed of 3/16" thick ASTM A-240 Type 304L stainless steel with dished forward tank head and a full vertical and horizontal dished rear door. The tank shall not have any flat surfaces. The capacity of the tank shall be a minimum of 7 cubic yards useable. Material shall enter the tank through a top mounted air- backed debris chute to reduce wear. The debris shall not strike the back door as it enters the tank. The rear door shall be equipped with four independent, fully adjustable, hydraulic locks and an independent open / close hydraulic cylinder. Each lock shall operate with an independent hydraulic cylinder. The rear door shall have a full inside perimeter 1/2" stainless steel sealing ring and seal against a self compensating neoprene gasket. The tank shall have a splash deflector plate installed around the lower portion of the rear door. Dump controls shall be located forward of the tank assembly for safety. The tank shall be equipped with an automatic stainless steel float ball shutoff, an internal tank flush out system equipped with 10 fan tip nozzles plumbed from the high pressure water pump, a 6" knife drain valve with internal screen, and 15 feet x 6" of lay flat hose with storage rack and cam-loc fittings. The drain system shall be equipped with blaster valve using vacuum generated air flow to clear material off the internal screen. The tank shall be mounted to a full length sub-frame unitized with the water storage tank to provide for resistance to twisting and distortion. A forward mounted double acting, lift cylinder rated for 55,000 lbs., equipped with safety pilot check valve shall lift the tank to a 45 degree dump angle. All pivot points of the dump system shall have grease fittings. No hydraulic components shall be located within the debris tank. The debris body and rear door shall have a safety prop. The debris tank shall have a 5 year warranty against rust through, distortion or cracking. An access ladder shall be mounted on the tank with a quick opening cleanout and sampling hatch located on top of the transition air backed elbow. The debris tank shall have an externally mounted debris level indicator and an internally mounted stainless steel debris body baffle plate between the airflow inlet and outlet ports in the debris tank.

Debris Collector Tank: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

WATER STORAGE TANK

To eliminate the possibility of leaks and subsequent pump cavitation with multiple water cells and numerous tank interconnects; the water tank is preferred to be a single tank. A single tank shall be mounted at and above the chassis frame rails to provide a flooded inlet for the water pump and for protection from road debris damage and off road

applications. The tank shall be cylindrical in design and constructed of 3/16" thick ASTM A-240 Type 304L stainless steel with stainless steel dished heads and have a capacity of 1000 U.S. Gallons. The tank shall be equipped with a fill system using standard fire hose fittings, an approved anti - siphon air gap, and be plumbed to the curb side of the unit. The tank shall have a 20" top mounted port for access and inspection, and be equipped with non - corroding baffles. The tank shall be mounted to a full length sub frame, unitized with the debris tank to provide for resistance to twisting and distortion. A tank interconnect with the debris tank shall provide for simultaneous filling of the water and debris tank for jetting purposes. An isolation valve shall allow water in the debris tank to be depleted without affecting the water tank storage. The water tank shall have a 5 year warranty against rust, corrosion, distortion or cracking.

Water Storage Tank: Comply : Fully Comply YES NO

Deviations, exceptions, exclusions

VACUUM SYSTEM

The vacuum system shall incorporate a rotary positive displacement "Roots" type vacuum pump with a capacity of 4500 CFM air flow and 245 water column inches (or 18"Hg) of pure vacuum. The vacuum system shall include a tapered vertical cyclone separator with a minimum dimension of 24" wide x 65" tall. The cyclone separator shall have quick removal cleanout and inspection ports on both the air inlet and air exit points on the top of the unit. A 20" cylindrical collector with full opening door shall be installed at the bottom of the cyclone. At ground level, a safety filter housing with full opening door shall be mounted between the cyclone separator and the vacuum pump with a removable, washable, stainless steel vee wire screen element capable of stopping any particle larger than the clearance of the vacuum pump lobes. The vacuum pump will be direct coupled to the transfer case gearbox without the use of belts or intermediate hydraulic or hydrostatic components. The chassis engine shall provide the power for the pump, with vibration isolation mounts installed at the blower and transfer case. The transfer case gear box shall have a 500 HP, 1475 lb-ft, minimum output shaft rating. Four (4) 3 inch Kunkle vacuum relief valves shall be installed at the blower inlet and set to crack at 18" Hg of vacuum. An external air operated 6" vacuum relief valve controlled from the operator panel and wireless remote control shall be installed prior to the safety micro filter. Bidders shall include a performance chart from the vacuum pump manufacturer.

Vacuum System: Fully Comply YES NO

Deviations, exceptions, exclusions

WATER PUMP SYSTEM

The water pump shall be a triplex design and produce 80 GPM at a pressure of 2000 PSI. The water pump shall run independently of the vacuum pump and be equipped with a full flow adjustable pressure regulator. A stainless steel 20 mesh filter screen element with shutoff valve shall be installed between the pump and water tank. Bidders must

include a manufacturer's performance chart with the bid. The system shall provide for a pneumatically controlled multiple flow control that will allow the use of various nozzles with different flow ratings and have the capability to control the flow infinitely from 0 to the maximum output of the pump. The water pump shall be powered by the chassis engine via a transmission mounted PTO and direct coupled shaft without the use of belts or intermediate hydraulic drive systems. The water pump shall have a water to oil heat exchanger with a venturi in the water suction line to maintain proper oil temperatures and extend bearing life. The water system shall include low point drain valves and an air purge system to blow residual water from the entire water system to prevent freezing. The air pressure shall be plumbed from the chassis air brake system and include a one – way check valve to prevent air brake contamination. For winter time operations, a cold weather water recirculation system shall be provided to keep the water lines from freezing and must be capable of operating with the vehicle in stationary or transit mode.

Water Pump System: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

VACUUM LOADING BOOM

The boom shall be powered hydraulically up/down, left / right, and in /out, with controls located at the operator control panel and pendant control. The boom shall be front mounted and stored at the front. A full width steel protection rack, mounted to the sub-frame shall be installed to provide a boom rest and protect the cab. The boom shall be equipped with two hydraulic lifting cylinders with a minimum of 4" bore, 12" stroke, 2" diameter cylinder rods. Rotation shall be accomplished via hydraulic worm gear rotation and traverse in a 180 degree arc across the work area. Boom rotation via chain and sprocket drive or hydraulic cylinders is unacceptable due to excessive wear and maintenance. The boom shall have 8" diameter vacuum tubing and hose and be equipped with a hydraulic powered true telescoping section of 9 feet with a total extended length of 26 feet from the centerline of the unit. The boom shall be equipped with a remote lube system accessible from ground level to lubricate the boom pivot bearing, boom extension slide seals and the lift cylinder pins.

Vacuum Loading Boom: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

REEL AND OPERATOR STATION

The reel flanges shall be spun from a minimum of 1/4" steel. The reel shall have a capacity of a minimum of 800' of 1" hose with 500' of 1" hose installed. The reel shall traverse an arc of 180 degrees across the work station and be equipped with an air brake to hold position. Reel rotation shall be accomplished by a direct coupled hydraulic motor and gear box. The use of chain and sprocket drives is specifically prohibited due to excessive maintenance and wear. Flow hole tubes shall be incorporated into the hose reel spool to allow cooling air to pass through the hose spool when the truck is traveling or being driven.

The reel mounting system shall not require the use of support legs or other systems that could cause chassis grill or radiator damage if retracted in other than the transport position. The hose reel design shall allow the operator or mechanic to open the chassis hood for full access to the engine compartment without the use of the chassis engine or movement of the vacuum loading boom. The stowed position of the vacuum loading boom shall not interfere with the articulation or operation of the hose reel nor need to be moved from the stowed position to use the hose reel for jetting operations.

The reel and operator station shall include the following:

- Vacuum Pump Hour Meter
- Water Pump Hour Meter
- Hydraulic Pressure Gauge
- Vacuum gauge
- Oil dampened water pressure gauge
- Electric chassis engine throttle
- Hose reel position brake
- Hose reel speed and direction control
- Low water level display on control panel
- Low water pump shut off
- Boom joy stick control and remote pendant control with 35' cord
- Water pressure and flow control- Air operated multi flow system
- Control panel light
- Vacuum relief valve switch
- Hose footage counter

The operator control panel shall be housed in a weather proof, sealed box rated to NEMA 4 standards and be equipped with a compression lock, rubber door gasket and viewing window. The only controls not enclosed in the control box shall be the reel speed and direction control and the main water pressure on – off control. For safety, system air shift and engagement controls shall be located on a panel located in the truck cab. Body dump controls shall be located at the main hydraulic valve bank, immediately behind the driver's side of the unit.

Reel and Operators Station: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

HYDRAULIC SYSTEM

The hydraulic system shall have a minimum capacity of 65 U.S. Gallons and be equipped with a level sight eye and thermometer. The return line shall be equipped with a 12 micron absolute spin on filter and the suction line shall be equipped with a shut off valve. The hydraulic pump shall be mounted on the transfer case and produce 25 GPM at 2000 PSI. All hydraulic functions of this unit shall be powered via the transfer case driven hydraulic pump in lieu of any electrically powered hydraulic circuits. A set of boom hydraulic control valves shall be mounted behind the driver's side of the cab. The boom control valves shall be a direct hydraulic spool valve with hydraulic pilot pressure controlled electric actuator. Each boom function shall be adjustable via individual flow controls and shall have a separate manual override handle which is clearly labeled.

Hydraulic System: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

ELECTRICAL SYSTEM

The electrical system shall be NEMA 4 rated with all conductors permanently labeled as to function. The control panel and all junction locations shall be sealed and weather proof.

Electrical System: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

PAINTING

The entire exterior of the body, chassis frame, and all steel vacuum module components shall be shot blasted to SP 10 near white finish. One coat of epoxy fill primer shall be applied and sanded prior to finish coat to provide extended paint quality and durability. Chassis frame, vacuum pump, water pump, silencers and related power components shall be painted black. Body and associated components shall be painted white. All paint to be automotive type urethane. All body parts are to be disassembled and individually blasted, sanded, primered, and painted prior to final assembly. All finish painters utilized in the production of this unit shall be certified painting and refinishing technicians by the paint manufacturer.

Painting: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

ACCESSORIES

The machine shall be equipped with the following accessories:

- Stainless Steel tube / tool trays along both sides of the tank structure, to hold 20 feet of 8" tubes accessible from the ground level.
- Front and rear strobe lights - cab controls
- Whelen TA837A rear mounted arrow board with cab controls
- Dual boom work lights
- (2) Rear work lights
- Mid ship mounted work lights, one each side
- Hand spot light with 25' cord and plug at front hose reel
- Two (2) stainless steel tool boxes with a total of 21 cu. ft. of storage space.
- Tailgate mounted tube rack for six (6) 8" vacuum tubes

- 25 feet of 8" vacuum tubes (5) tubes each 5' long
- Traffic cone holder
- Hydrant fill hose storage rack
- 15 and 30 degree sewer cleaning nozzles
- 10' x 1" double steel braid leader hose
- Two (2) Hose protectors (tiger tail)
- 25' x 2 1/2" hydrant fill hose
- Adjustable hydrant wrench
- Adjustable spray pattern handgun with 50'x1/2" hose, spring retractable reel mounted curbside, connected to 800 PSI low pressure wash down system
- Mud flaps in front of and behind rear axle
- Front bumper
- Rear bumper
- Manhole hook
- Front and rear tow hooks
- Triangle kit
- Wireless remote for boom functions, vacuum relief, and engine throttle
- 5 lb fire extinguisher
- One (1) 4 wire nozzle extender – 1"
- Five (5) traffic cones – 28"
- Two (2) operation and maintenance manuals
- Boom up warning light
- Body up warning light
- Stainless steel stop / turn / tail light boxes
- Wheel chalk holder with chinks
- Nozzle Rack for (6) one inch nozzles

Accessories: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

HYDRO-EXCAVATION PACKAGE

The unit shall be equipped with a hydro-excavation package to include the following

- 10 GPM / 2500 PSI Hydraulic driven Hydro-Excavation water pump
- 100' X 1/2" Hand Gun Reel, Retractable with 100' x 1/2" Hose
- Hydro-Excavation digging lance
- Air purge system
- 5' X 8" aluminum digging tube with soft cuff tip

Hydro-Excavation Package: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions

TRAINING

The successful bidder shall provide factory authorized training for a period of 8 Hours. The training shall provide operating and maintenance procedures for the customer personnel.

WARRANTY

The unit shall have a minimum of a six month warranty against defects in materials and workmanship on the vacuum module only. No chassis warranty is required other than any remaining factory warranty that may be available. Engine and transmission warranty for a minimum of one (1) year.

Warranty and Training: Fully Comply **YES** **NO**

Deviations, exceptions, exclusions
