

TOWNSHIP OF MINE HILL  
MORRIS COUNTY, NEW JERSEY

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CONTRACT SPECIFICATIONS

ONE (1) USED 1994 ATHEY / MOBIL TOPGUN M-9B MODEL SWEEPER OR  
EQUIVALENT

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FALL 2013

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Bidder

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Address

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Telephone Number

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Mine Hill for **“One (1) Used 1994 Athey / Mobil Topgun M-9B Model Sweeper or Equivalent”**. Bids will be opened and read in public at the office of the Township Clerk, Mine Hill Municipal Building, located at 10 Baker Street, Mine Hill, New Jersey on **Tuesday, October 29, 2013, at 11:00 AM prevailing time**, or as soon thereafter as the matter may be heard.

Specifications and bid forms may be obtained in person at Township of Mine Hill, 10 Baker Street, Mine Hill, New Jersey, 07803.

All proposals shall be enclosed in opaque, sealed envelopes, plainly marked **“One (1) Used 1994 Athey / Mobil Topgun M-9B Model Sweeper or Equivalent”** and shall show the name and address of the bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the proposal and marked as above, must be enclosed in another envelope properly addressed for mailing as follows:

Amanda G. Macchia, Township Clerk  
Township of Mine Hill  
10 Baker Street  
Mine Hill, New Jersey 07803

All bids shall be presented to the Township Clerk by the parties bidding or their agents at the place and time designated, or by mail as above. The delivery or non-delivery is the sole responsibility of the Bidder. No bids will be received after the time set forth above.

All bids must be accompanied by a security certificate guaranteeing that the successful bidder will furnish a surety corporation bond acceptable to the Township in the full amount of the bid including alternate items, a non-collusion affidavit and a certified check or cashier's check or bid bond for not less than ten (10%) percent of the amount bid including alternate items, provided said check of bond need not be more than \$20,000.00, and be delivered at the place and hour named above. The standard proposal form and the non-collusion affidavit are attached to the specifications.

Bidders are required to comply with the stipulations of Chapter 127 of P.L. 1975 and any amendments thereto, regarding affirmative action. Bidders are also required to comply with the stipulations of Chapter 238 of P.L. 1999 and any amendments hereto, regarding Public Works Contractor Registration. The successful bidder shall also be required to submit an Initial Project Manning Report (A.A. 201) within three (3) days of the Notice of Award of the construction contract. If the successful bidder fails to submit said report, the Township may declare the Contractor non-responsive and award the contract to the next lowest responsible bidder.

This contract is subject to all of the Department of Labor Safety and Health Regulation and to the applicable provisions of the Occupational Safety and Health Act of 1970.

All bidders are notified that the contract will include the standard State Discrimination clause, as well as the higher of wage rates established by the Department of Labor of the State of New Jersey.

*Bid Proposals must be submitted with ALL parts of the Bid Proposal section included.*

*No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.*

*Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders/owners in the corporation or other entity who own ten percent (10%) or more of the stock in any class, or of the individual partners in the partnership who own ten percent (10%) or greater interest therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.*

*The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are, in the opinion of the Township, in the best interest of the Township.*

*The Township reserves the right to reject any bids which exceed the available financial appropriation for this project.*

*By order of the Township of Mine Hill  
Amanda G. Macchia, Township Clerk*

## **INSTRUCTIONS TO BIDDERS**

### **RECEIPT AND OPENING OF BIDS**

The Township of Mine Hill (hereinafter called the "Owner"), invites bids on the forms of proposal attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Township Municipal Building, at 11:00 a.m., prevailing time, on the date specified in the Notice to Bidders.

Bids may be submitted by Certified Mail, Return Receipt Requested, as detailed in the Notice to Bidders. The Owner will not assume responsibility for bids forwarded through the mail if lost in transit at any time prior to bid opening.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

### **AWARD OF BIDS**

The Owner shall award the bid or reject all bids therefor within sixty (60) days after they are received. If for any reason the Owner is unable to make an award within such sixty (60) days, it shall be lawful for the Owner and each of the lowest responsible Bidders to agree upon an extension not exceeding an additional thirty (30) days.

### **GENERAL**

The instructions to Bidders, General Requirements, Detailed Specifications and all other documents which are part of this specification shall apply to the entire specification, and to any part thereof, and shall be part of the purchase agreement (hereinafter called "Contract"). The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.

### **PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

**PROPOSAL FORMS SHALL NOT BE REMOVED FROM THE SPECIFICATION BOOKLET. PROPOSALS MUST BE MADE UPON THE BLANK FORMS PROVIDED.**

Proposals must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address and the name of the project for which the bid is submitted as follows:

**ONE (1) USED 1994 ATHEY / MOBIL TOPGUN M-9B MODEL SWEEPER OR  
EQUIVALENT**

Successful Bidders must be prepared to comply in all respects with the nondiscrimination provisions of the New Jersey Nondiscrimination in Employment Statutes and New Jersey Prevailing Wage Act which are included in the specifications by reference.

### **QUALIFICATION OF BIDDERS**

After the opening of bids and when directed by the Owner the Bidder must submit a sworn statement setting forth such information as the Owner may require concerning his financial condition, present and proposed equipment, the personnel and qualification of his working organization, prior experience and performance record. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Owner may, by resolution approved by Township Council and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder.

### **BID SECURITY**

Each bid must be accompanied by a cashier's check, certified check or bid bond duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner in the amount of ten percent (10%) of the bid or \$20,000, whichever is smaller. The check or bid bond shall be made payable to the Owner. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned within ten (10) days of the opening of bids. Within three (3) days of the awarding and signing of the contract, the bid security of the remaining bidders shall be returned.

### **EQUAL BIDS**

When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.

### **AUTHORITY TO REJECT BIDS**

The Owner reserves the right to reject all proposals, and to re-advertise under those circumstances recognized in the Local Public Contracts Law, as amended.

### **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within the (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

### **ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed to Mayor Sam Morris, Mine Hill Township, 10 Baker Street, Mine Hill new jersey 07803. To be given consideration, each such request must be received at least ten (10) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be published in a legal newspaper and mailed by Certified Mail with Return Receipt Requested to all prospective Bidders known at that time by the Owner, not later than five (5) days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

### **LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The provisions of P.L. 1999, c. 440 shall control to the extent of any inconsistency between that legislation and these specifications.

### **OBLIGATION OF BIDDER**

At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his bid.

### **CONTRACTOR'S EMPLOYEES**

The Bidder will not be permitted to employ any laborer, working man or mechanic contrary to the rulings of the various authorities having jurisdiction.

The Bidder shall not employ any employee of the Owner.

## **STANDARDS AND SUBSTITUTIONS**

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal", are used, shall be known as "standard." All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named.

It is the intention of the Specifications to permit the Contractor to base his bid on an "equal." If he chooses to base his bid on a "so-called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

1. The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.
2. In all cases concerning the equality of any substitution, the decision of the Owner shall be final.

If the Contractor does not seek approval as described above, one of the standards named shall be used.

## **CONSIDERATION OF PROPOSALS**

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the awards as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner.

Each bidder shall submit with the proposal a list of other Owners for which he has completed similar projects.

No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other municipality. Failure of any bidder to have completed a previous contract will be evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

In comparing proposals, consideration will not be confined to cost only, and the judgment of the Owner shall be final as to which bid serves its interests.

## **INDEMNIFICATION**

The Contractor agrees that it shall defend, indemnify and save harmless the Owner and its officers, agents, servants, and employees, and each and every one of them against and from all damages to which the Owner or any of its officers, agents or servants and employees may be put through the negligence of the said Contractor or through any improper or defective machinery, implements, or appliances, used by said Contractor in the aforesaid work, or through any act or omission on the part of the said Contractor or its agents, employees or servants.

## **REGISTRATION CERTIFICATE**

All Bidders must submit Business Registration Certificates for the Bidder and any Subcontractors. If the Bidder fails to submit the required Certificate, the Owner shall award the Contract to the next lowest responsive and responsible bidder.

## **CONTENTS OF BID**

Each bidder who makes a proposal on this project must submit a total amount of the purchase, which price shall cover all costs of any nature.

## **PRICES BID**

Prices shall be stated in both words and figures in the appropriate places in the "Form of Proposal", and bids may be considered informal which contain items not specifically required in the "Form of Proposal".

In the event that there is a discrepancy between the prices written in words, and those written in figures, the prices written in words shall govern.

## **FINAL PAYMENT**

Upon receipt of written notice that the Owner intends to purchase the equipment, the Owner shall pay to the Contractor the entire balance found to be due under the purchase agreement. A Certificate of Title transferring title to the Owner shall be provided to the Owner simultaneously with the receipt of final payment by the Contractor.

## **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liabilities to the Contractor for all things done or furnished in

connection with the supplying of the Sweeper and for every act and neglect of the Owner and others relating to or arising out of this contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

### **DATE OF ACCEPTANCE**

The date of acceptance shall be the date upon which the Owner makes the final payment to the Contractor hereunder.

### **AMERICAN GOODS AND PRODUCTS TO BE USED**

Only manufactured products of the United States, whenever available, shall be used.

### **SIGNATURE OF BIDDERS**

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In case of an individual, use the term "doing business as," or "sole Owner."

All corporations or partnerships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (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 ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding that ten percent (10%) ownership criteria established in the act has been listed.

### **NEW JERSEY PREVAILING WAGE ACT**

The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.

All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.

## **NON-DISCRIMINATION**

The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966. Requests for information or material may be addressed to: Division of Civil Rights, 52 West State Street, Trenton, New Jersey 08608.

## **AFFIRMATIVE ACTION LAW**

During the term and in the performance of this Agreement, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq. and the related rules and regulations, as follows:

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
3. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The following additional requirements apply to goods and services Contractors and subcontractors that are not performing under an existing Federally approved or sanctioned Affirmative Action Program pursuant to N.J.A.C. 17:27-4.1 et seq.:

1. 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.
2. 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. 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.
4. The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The following additional requirements apply to construction Contractors and subcontractors that are not performing under an existing Federally approved or sanctioned Affirmative Action Program pursuant to N.J.A.C. 17:27-7.1 et seq.:

1. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by (b)1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the

Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time.

b. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal.

c. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

2. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

a. To notify the public agency compliance officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral or minority and female workers;

b. To notify any minority and female workers who have been listed with it as awaiting available vacancies;

c. Prior to commencement of work, to request the local construction trade union, if the Contractor or

subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

d. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

e. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

f. To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or subcontractor:

1. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Contractor or subcontractor shall determine the qualifications of such individuals and if the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards, provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a public agency compliance officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the Contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements,

however, are limited by the provisions of (d) below.

ii. If the Contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or subcontractor's workforce is no longer consistent with the employment goal.

iii. If, for any reason, said Contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the public agency compliance officer and to the Affirmative Action Office.

g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.

3. The Contractor or subcontractor agrees that nothing contained in "c" above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of "c" above, it

shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

4. The Contractor agrees to complete an Initial Project Workforce Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the public agency compliance officer. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

Contractor 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.

Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county reemployment 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.

Contractor 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, creed, color, national origin, ancestry, marital status, sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Contractor 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.

Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Contractor 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

## **TECHNICAL SPECIFICATIONS**

The provisions of the Instructions to Bidders shall control to the extent of any inconsistency between same and the Technical Specifications.

### **The Technical Specifications are as follows:**

Used 1994 Athey / Mobil Topgun M-9B model sweeper or equivalent

Perkins Phaser 1000 Diesel / 545 Allison transmission

7973 hours

Extended High Lift, 5 stage/12' dump height

"Labor Saver Dirt Shoe" skid system installed

"Roscoe" Bus style Mirrors mounted on cab doors

convex mirrors mounted front of hood

"ISRI" spring loaded seats

Hopper screen to drain water

Elevator spin indicator mounted on right side rear

Refurbished, New white and black paint

tube style rear broom

three elevated broom lift handles installed

**BID DOCUMENT SUBMISSION CHECKLIST**  
Township of Mine Hill

**One (1) Used 1994 Athey / Mobil Topgun M-9B Model Sweeper or equivalent**

**A. Failure to submit the following documents with the Bid Proposal is a mandatory cause for the Bid to be rejected pursuant to N.J.S.A. 40A:11-23.2 (The Bid Proposal Form and the Bid Forms are attached):**

Required With Submission of Bid Proposal Form (Owner's checkmarks)		Initial Each Item submitted With Bid (Bidder's initials)
<input checked="" type="checkbox"/>	This Bid Document Submission Checklist with required initials and signatures	
<input checked="" type="checkbox"/>	Bid Bond or Guarantee (pursuant to N.J.S.A. 40A:11-21)	
	Consent of Surety (pursuant to N.J.S.A. 40A:11-22)	
<input checked="" type="checkbox"/>	Ownership Disclosure Statement (pursuant to N.J.S.A. 52:25-24.2)	
<input checked="" type="checkbox"/>	List of Subcontractors (pursuant to N.J.S.A. 40A:11-16)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Changes to Bid Documents (pursuant to N.J.S.A. 40A:11-23.1a)	
<input checked="" type="checkbox"/>	Business Registration Certificate for Contractor and all subcontractors	

**B. Failure to submit the following documents with the Bid Proposal may be a cause for the Bid to be rejected pursuant to N.J.S.A. 40A:11-23.1b (The Bid Forms are attached):**

Required with submission of Bid Proposal Form (Owner's check marks)	Initial each item submitted with Bid (Bidder's Initials)	Required with submission of Bid Proposal Form (Owner's check marks)	Initial each item submitted with Bid (Bidder's Initials)
<input checked="" type="checkbox"/>	Non-Collusion Affidavit (this form must be Notarized)	<input checked="" type="checkbox"/>	Affirmative Action Affidavit
	Bidder's Questionnaire		State of Bidder's Responsibility
<input checked="" type="checkbox"/>	Bid Proposal Form with Bidder's Affidavit of Authority and Yes"/ "No" responses to Specifications		Certified Financial Statement (prepared within last 12 months)
	Statement of Bidder's Compliance with N.J.S.A. 45:14C-1 et seq. (Licensed Master Plumber)		Performance Bond, Maintenance Bond or other Bond(s), as specified in the Bid Package

**C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM**

**Township of Mine Hill )**

**One (1) Used 1994 Athey / Mobil Topgun M-9B Model Sweeper or equivalent**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<b>Local Unit Reference Number or Title of Addendum/Revision</b>	<b>How Received (mail, fax, pick-up, etc.)</b>	<b>Date Received</b>

**Acknowledgment by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as

Principal, and \_\_\_\_\_, as Surety, are hereby

held and firmly bound unto Township of Mine Hill as OWNER in the penal sum of

\$\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby

jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013. The Condition of the above

obligation is such that whereas the Principal has submitted to Mine Hill Township, a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the purchase

of one (1) Sweeper.

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BOND,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WITNESS/ATTEST:

\_\_\_\_\_

\_\_\_\_\_ (L.S.)

Principal

WITNESS/ATTEST:

\_\_\_\_\_

\_\_\_\_\_ (L.S.)

Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.

Bid Bond must be accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.



ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )      SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a \_\_\_\_\_ of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

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Affix acknowledgments of Sureties.

**OWNERSHIP DISCLOSURE STATEMENT**

Pursuant to P.L. 1977, c. 33 (N.J.S.A. 52:25-24.2), the corporation or partnership bidding on a public project shall furnish a statement setting forth the names and addresses of all stockholders in the corporation or the partnership who own ten percent (10%) or more of the stock in any class or of individual partners in the partnership who own ten percent (10%) or greater interest therein.

**BIDS WILL BE REJECTED IF THEY DO NOT CONTAIN THIS DISCLOSURE SAEMENT.**

Name of Stockholder or Partner

Address

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By: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF PRINCIPAL SUBCONTRACTORS**

Pursuant to N.J.S.A. 40A:11-16, each bidder must list the names and addresses and provide evidence of performance security (consent of surety) from all subcontractors the bidder intends to utilize for any of the following:

- (1) Plumbing and gas fitting and all kindred work;
- (2) Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work;
- (3) Electrical work;
- (4) Structural steel and ornamental iron work; and
- (5) All other work required for the completion of the project.

Each subcontractor listed must be fully qualified in accordance with the Contract and the New Jersey Public Contracts Law, P.L. 1971, c. 198 (N.J.S.A. 40A:11- *et seq.*), and must fully comply with all applicable Federal, State, and County statutes, regulations and codes, as well as all municipal ordinances, codes, rules and regulations. The bidder will be responsible for assuring its compliance and the compliance of its subcontractors.

**SUBCONTRACTORS**

<u>Name and Address</u>	<u>Trade</u>	<u>Dollar Amount of Subcontract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add additional sheets, if needed)

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that he is  
\_\_\_\_\_(sole owner, a partner, president, secretary, etc.) of

\_\_\_\_\_ the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Township of Mine Hill , or any other person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member of agent thereof, or to any person whatsoever.

\_\_\_\_\_  
(Affiant)

SWORN AND SUBSCRIBED TO  
BEFORE ME THIS DAY  
OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County,

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_

**PROPOSAL FOR THE PURCHASE OF  
ONE (1) USED 1994 ATHEY / MOBIL TOPGUN M-9B MODEL SWEEPER OR EQUIVALENT  
TOWNSHIP OF MINE HILL, MORRIS COUNTY, NEW JERSEY**

DATE:

Proposal of \_\_\_\_\_  
(hereinafter called, "Bidder"), a corporation of the State of \_\_\_\_\_  
a partnership, an individual doing business as \_\_\_\_\_

**(Delete inapplicable designations above.)**

To Township of Mine Hill , County of Morris, and State of New Jersey (hereinafter called,  
"Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the supplying of one Used 1994  
Athey/Mobil

Topgun M-9B Model Sweeper or Equivalent, having examined the Specifications with related  
Contract Documents, and being familiar with all of the conditions surrounding the purchase the  
equipment, hereby proposes to construct and furnish the equipment in accordance with the  
detailed plans and specifications, within the time set forth herein under a purchase agreement as  
hereinafter stated. This price is to cover all expenses incurred in furnishing the equipment  
including all applicable taxes and delivery to the Township of Mine Hill, County of Morris, State  
of New Jersey.

Bidder agrees to construct and deliver the following equipment described in the Detailed Plans and Specifications as follows:

One (1) Used 1994 Athey / Mobil Topgun M-9B Model Sweeper or equivalent and Appurtenant Equipment – As Specified F.O.B. Township of Mine Hill.

Total \_\_\_\_\_

Bidder understands that Owner reserves the right to reject any or all bids and to waive any informalities.

The Bid Security attached is in the sum of \$ \_\_\_\_\_ and is to become the property of the Owner in the event the contract and Bond are not executed within the time set forth above.

ATTEST:

\_\_\_\_\_  
(Seal) if Bidder is a corporation

Respectfully submitted,

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

**IMPORTANT: THIS FORM MUST BE COMPLETED**

**BIDDER'S AFFIDAVIT**

**(This Affidavit is part of the Proposal)**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_being duly sworn, deposes and says that  
(s)he resides at \_\_\_\_\_

\_\_\_\_\_,  
that (s)he is the (give title) \_\_\_\_\_,

who signed the above Proposal or Bid, that (s)he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

\_\_\_\_\_  
(Affiant)

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2013.

\_\_\_\_\_  
(Notary Public)

My Commission Expires:  
\_\_\_\_\_

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Owner has considered the Bid submitted by you on \_\_\_\_\_, 2013 for the above described work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for said project in the amount of \$ \_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Contractor's Performance Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bond and Certificate of Insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

#### ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this  
the \_\_\_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_

Title: \_\_\_\_\_

