

**SPECIFICATION
FOR THE
PURCHASE OF
ONE (1) 7400 CHASSIS SPEC WITH SCR 7400
IN COMBINATION WITH
ONE (1) 6-8 YARD LARGE DUMP
FOR THE
BOROUGH OF PINE HILL 2017**

SOLICITOR

DEPARTMENT HEAD

BUSINESS ADMINISTRATOR

MAYOR

BID OPENING DATE:

SPECIFICATION:

SPECIFICATION DATE:

APPROVAL SIGNATURE PAGE

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BIDDER'S CHECKLIST

THIS BIDDER'S CHECKLIST MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.

1. Bid Proposal – Fully Executed _____
2. Bid Guarantee deposit in the form of a certified check, cashier's check or bid bond. (Must be submitted with bid) _____
3. Certificate from a Surety Company or Financial Institution stating that if bid is accepted they will provide the required performance bond or Letter of Credit. (Must be submitted with bid) _____
4. Acknowledgement of Receipt of Addenda, whether or not issued, N.J.S.A. 40A:11-23.2. (Must be submitted with bid even if no addenda issued). _____
5. Statement of Corporate Ownership listing the names and addresses of all individuals owning ten percent (10%) or more of the corporation or partnership stock. (Must be submitted with bid) _____
6. Mandatory Equal Employment Opportunity Language _____
7. Affirmative Action Questionnaire with available evidence submitted _____
8. Supplement to Bid Specifications Non-Discrimination _____
9. Non-Collusion Affidavit properly notarized (Must be submitted with bid) _____
10. Proof of compliance with the State Contractor Business Registration Program _____
11. Americans with Disabilities _____
12. Disclosure of Investments in Iran Form _____

Bidder's exceptions, if any. (Must be submitted with bid even if no exceptions.)

NAME OF BIDDER

SIGNATURE

DATE

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the Purchase of one (1) 7400 chassis spec with 7400 in combination with one (1) 6-8 yard large dump one (1) 6-8 yard large dump.

BID SPECIFICATION NUMBER _____ 2017 PW-1 will be received not later than _____ prevailing time _____ at the Municipal Building, 45 W. 7th Ave., Pine Hill, New Jersey 08021

PROPOSALS must be addressed to the Borough Clerk, 45 W. 7th Ave., Pine Hill, New Jersey 08021 and will be opened and read publicly at the time and date, and should be in sealed envelopes marked:

DO NOT OPEN UNTIL: _____ at _____

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Borough Clerk during normal office hours at the above address.

THE Borough Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirement of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

INFORMATION on Affirmative Action Program requirements is available at the Office of the Borough Clerk.

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$

Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Name Type or Print

Title

Telephone Number

Date

PROPOSAL FORM/SIGNATURE PAGES

To: Borough Council
Pine Hill Borough
45 W. 7th Ave.
Pine Hill, NJ 08021

Date: _____

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: **one (1) 7400 chassis spec with 7400 in combination with one (1) 6-8 yard large dump One (1) 6-8 yard large dump.**

Having carefully examined the “Advertisement for Bids:, Bidding Instruction”, General Clauses”, “Plans”, etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten (10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn before me this ____ day of _____, 2017 Notary public

of _____ My commission expires _____

(Type or Print Name)

Signature

INSTRUCTIONS TO BIDDERS
NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS
QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness at minimum, five (5) days before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL _____" (see advertisement, page 1), and delivered to the Office of the Borough Clerk, 45 W. 7th Ave., Pine Hill, New Jersey 08021

WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Borough Clerk. The proposals will be opened and read publicly by the Borough Council.

The Borough Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Borough and to waive any immaterial informalities as may be permitted by law.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Borough Council within ten (10) days after notice of the acceptance of their proposal.

SPECIFICATIONS

Manufacturer's Production Sheet:

The successful vendor shall furnish one (1) copy of the actual Factory Production Sheet, for each unit furnished. The copies of the Production Sheet shall be submitted at the time of the Borough inspection of unit.

General Instructions:

No Dealer advertisements shall appear on the unit. **NO EXCEPTIONS.**

Brake linings shall be non-asbestos. The vendor awarded the contract is required to furnish certification, in writing, that the brakes **do not contain asbestos.** The certification shall be furnished to the Borough inspector at the time of inspection of the unit for delivery condition and compliance with specifications.

Errors and Omissions:

Inadvertent omissions and/or errors which may require changes in the attached specifications must be brought to the attention of the Borough Director of Central Purchasing before the bid submission date. All questions shall be answered in writing, to all prospective bidders by addendum. Verbal responses shall not be binding.

Following the award, should the successful vendor discover and errors or omissions in the work undertaken and executed by him, he shall immediately notify the Director of Central Purchasing, who shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Bidder proceeds with any work affected thereby, he shall do so at his own risk. The work done shall not be considered as work done under and in performance of this agreement, unless and until approved and accepted in writing, by the Director of Central Purchasing.

It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.

Specifications Deviations or Substitution:

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

Further, these specifications address the minimum performance requirements of the Borough of Pine Hill. The Borough will consider alternate products, provided that they meet these minimum performance requirements and is submitted to the township one week prior to the bid opening.

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

Compatibility Clause:

The successful vendor shall be responsible to ensure compatibility with body components.

NO EXCEPTIONS.

Engine and Related Equipment:

- Diesel – International 9.0 SCR liter Six (6) cylinder 300 peak HP 860 lb./ft. @1400 RPM fully electronic, in-line turbocharged, air to air intercooler, wet sleeve, electronically controlled unit injectors.
- Engine to be 9.3 liter minimum
- 300 peak HP (minimum), 860 lb./ft. torque @ 1400 RPM (minimum)
- Block heater Phillips with extended life coated oil pan 120 volt/1250 watt with “Y” cord from socket with provisions in oil pan for dealer installed 120 volt/150 watt oil pan heater.
- Electronic road speed governor
- Hand throttle, electronic, Electronic cruise control
- Heavy Duty cooling. 1228 square inch radiator and 678 Sqin charged air cooler and a 342 sq. in low temperature radiator.
- Silicone radiator and heater hoses with heat shrink clamps to prevent cold coolant leaks (**NO EXCEPTIONS**)
- Fan Drive Horton Drivemaster “two speed” direct drive with residual torque device for disengaged fan speed with nylon fan blades (or and approved equivalent)
- Air cleaner, single element with integral snow separation module and dash mounted restriction indicator Donaldson (or and approved equivalent)
- Filters – primary fuel, oil
- Heated fuel/water separator thermostatic fuel temperature controlled electric heater includes standard equipment water-in-fuel sensor.(or an approved equivalent)
- Electronic engine speed control for PTO, remote mounted for body builder or future access
- Oil pan magnetic drain plug
- Engine shutdown system, automatic with the warning lights and alarm, oil pressure, coolant temperature and coolant level. System must include automatic 30 second override
- Anti-Freeze, (**extended life type**), -40°F protection, with “low coolant” level warning light and alarm

Electrical System:

- Computer controlled wiring system with self-diagnostics and data link connector in the cab for vehicle programming. Dash to have LCD screen to read out all fault codes
- Wiring shall be color coded and continuously numbered
- Jump Start Terminal – remote mounted with clear access (vehicles requiring the removal of the battery box cover or connections of jumper cables directly to battery studs will not be considered)
- Cigar lighter to be supplied
- Power source cigar type receptacle without plug and card
- Jump Start terminal-remote mounted with clear access(vehicles requiring the removal of the battery box cover or connection to jumper cables directly to battery studs will not be considered.
- Radio AM/FM weather band

- Batteries – (3) 12 volt, 2100 CCA (minimum) Delphi W1150D (or an approved equivalent). NOTE: Battery mounting shall not interfere with the installation of hydraulic and body components. The battery box shall have a plastic or aluminum protective lid and shall be mounted behind the cab.
- Battery terminals to be sealed
- Alternator – 165 amp (minimum) Delco Remy 36SI pad mounted (or an approved equivalent)
- Lights – Cab Marker, (5) LED type Headlamp, (2) Halogen Daytime running, (2) Directional Marker, (2) Front Corner of Hood, (2) Top of Fender (Amber front/rear) Tail with integral stop, turn, backup and license plate (2) Interior Dome, door activated.
NOTE: The vehicles exterior lighting system, including headlamp, tail and marker Lights, must automatically activate whenever the Wiper switch is engaged (**NO EXCEPTIONS**)
- Flasher – 40 amp, rated no load, solid state flasher with self-protection and self-diagnostics
- Turn Signal Switch – electronic, with “flash-to-pass” feature
- Circuit Protectors – manual reset, SAE Type III, with trip indicators
- Body Builder Electrical Connector – connection plug is to be located at the rear of frame for body builder connection to stop, tail, turn and marker light circuits, ignition controlled auxiliary feed and ground.
NOTE: The body builder will not be permitted to splice into any chassis wiring harness.
- Back-up Alarm – chassis supplied, 102 DBA
- Snow plow lighting –Chassis manufacturer to supply a 36” auxiliary wiring harness with back lighted switch shall be supplied for plow lights and turn signals. **Note body builder will not be permitted to splice into any chassis wiring harness**
- Trailer connection socket 7 way mounted at rear of the frame, wired for turn signals combined with stop, compatible with trailers that use combined stop, tail and turn lamps.
- 2-way radio wiring effects factory installed. Wiring should have a 20 amp fuse protection includes ignition wire with a 5 amp fuse wire ends heat shrink and routed to center of header console in cab
- Clearance marker lights to be L.E.D
- Windshield wiper speed control will force wipers to slowest intermittent speed when park brake is set and wipers on.
- Head lights will automatically turn on if windshield wipers are turned on.
- Test exterior lights, pre-trip inspection will cycle all exterior lamps except back-up lights.
- Parking brake alarm- Electric horn to sound in a repetitive manner when vehicle park brake is “**NOT**” set with ignition off and any door opened.
- Body builder circuits, six (6) body circuits switches shall supplied in the instrument panel with one (1) weather protected power module mounted at rear of cab. The power module is to be six (6) channels capable, 20 amps per channel, 80 amp max output. The dash switches are to control the power module. The dash mounted switches must be back-lighted.

Exhaust System:

- Single Horizontal Muffler and vertical tail pipe includes tail pipe guard frame mounted right side located in such a way that it does not interfere with the body builder installations. 2007 after treatment device frame mounted outside right rail under cab. Cab mounted exhaust not acceptable.

Frame:

- Main Frame – 10.125” inches x 3.580” inches x .312” inches 120,000 PSI
- Reinforcement-total dimensions with reinforcement 10.813” inches x 3.892” inches x .312 inches, 120,000 PSI. Reinforcement must be full “C” channel reinforcement, one piece, extending the entire length of the main frame rail

- Front frame extension to be integral with full “C” channel 20 inches in front of grille
- Front tow hooks
- 31.72 section modulus (minimum) – 3,806,400 RBM’s (minimum)
- 2 rear tow hooks.
- Front frame extension shall be capable of being used for both front mount PTO pump and snow plow hitch
- Front Bumper – full width steel with swept-back ends .**NOTE: The body builder shall not weld to or “burn” holes in the bumper.**

Fuel Tank:

- 70 gallon capacity, non-polished aluminum mounted on the left side under the cab door, (minimum).
NOTE: A minimum of two (2) self-cleaning steps shall be provided on both sides of the cab, with the lower step not exceeding twenty (20”) inches from the ground.
- DEF tank to be mounted under driver door. Tank to be 7 us gallons.

Transmission:

- Automatic – 6-speed Allison Model 3500 RDS-P (or an approved equivalent)
- PTO Provisions (**NO EXCEPTIONS**)
- Input/output electrical connection provisions must be provided for dump and salt spreading applications
- Synthetic Lube – Transynd (or an approved equivalent)
- Transmission Oil Temperature Gauge, dash mounted
- Transmission Oil Level Sensor, with readout at shift selector
- Spin-on Oil Filter
- Magnetic Oil Drain Plug
- Shift Control, Push Button Type – dash mounted (**NO EXCEPTIONS**)

Front Axle and Related Equipment:

- 16,000 lbs. capacity Meritor MFS 16-143A (or an approve equivalent)
- Wide Track, 71.5” king pin center. . Front axle shall be set forward configuration.
- Wheel Seals, oil lubricated, includes wheel bearings
- Shock Absorbers
- Spring Pins, rubber bushed, maintenance free
- Drag Link and Tie Rods, greaseable
- Power Steering – gear driven

Rear Axle and Related Equipment:

- 23,000 lbs. capacity – Meritor RS-23-160 single reduction standard track 23,000 lb. capacity with “R” wheel ends and driver controlled locking differential
- Ratio – vehicle shall be geared to obtain a speed of approximately 70 MPH and shall be programmed not to exceed 65 MPH.
- Magnetic Oil Drain Plug
- Wheel Seals
- Synthetic Lubrication, factory installed

Suspension, Front:

- 16,000 lbs. capacity, Parabolic springs with shock absorber.

- Aux rubber springs need to be supplied on each side

Suspension, Rear:

- Rear suspension to be single vary-rate 31,000 lb. capacity includes 4500 lb. multi leaf auxiliary springs.(or an approved equivalent)

Drive Shaft:

- Heavy duty

Brake System and Related Equipment:

- Anti-Lock Brake System – Four channel control full vehicle control system and automatic traction control(**NO EXCEPTIONS**)
- Air Brakes – Front, Cam Type 16.5” Inches x 6” Inches Rear, Cam Type 16.5” Inches x 7” Inches Compressor – 13.2 CFM, Gear Driven, with air supply piped from air cleaner Automatic Slack Adjusters front & rear
- Brake Lines – all color coded nylon
- Supply tractor Package with glad hands
- Brake chambers on rear axle to located inside rear tire envelope to meet all asphalt spreader/paver clearance requirements
- Manual Drain Cocks
- Dual Air Pressure Gauges
- Low Air Pressure Warning Light and Alarm
- Air Activated, Spring Loaded Parking Brake, with dash mounted control
- Air Dryer, Heated, Bendix AD-IP(or an approved equivalent)
- Drain valve bendix DV-2 with heater for wet air tank
- Trailer Connection four-wheel with hand control valve and tractor protection valve with trailer connection socket 7 way plug located at the end of the frame

NOTE: All brake lining material shall be non-asbestos. The successful vendor shall be required to furnish certification from the manufacturer stating that all brake linings are non-asbestos. NO EXCEPTIONS.

Cab and Related Equipment:

- Conventional Style Cab, galvanized steel, with tilting three (3) piece construction hood, and stationary grille. Fenders are to be replaceable, independently of hood.
- Cab Air Ride Suspension with shock absorber
- Injection Molded TPO (or an approved equivalent) Fender Extensions – extensions are not to be glued to hood assembly, but rather shall be attached with removable screws or other hardware.
- Grille Assembly – bright finished and stationary
- Radiator Stone Guard – aluminum mesh type, stone guard mounted between grille and radiator
- Horn – both dual electric and air horn shall be provided. Horn activation shall be located on the steering wheel for both. **NOTE: The air horn shall be mounted under the hood – cab roof mounting is not acceptable**
- Glass – all cab glass shall be tinted. Vent windows shall be provided, and must pivot open.
- Interior grab handles to be safety yellow.
- Body Builder Pass Through – a knockout opening shall be provided in the cab floor for the body builder

- Mirrors – Two (2) Rectangular Heads, approximately 16” inches x 7” inches, with additional integral convex mirrors, mounted on a “breakaway” type “C” bracket. Both the main and convex mirrors are to be heated and thermostatically controlled. An additional 6”x 10” inches “look-down” convex mirror is to be mounted on the upper right side mirror bracket. This mirror shall be located in such a manner as to view the area directly at or below the passenger side door.
- Mirrors must be break away type mirrors **NOTE: No exceptions**
- All mirror bracket must be powder coated
- Radio- AM/FM with weather band
- Windshield Wipers – 2-speed electric, single motor, with intermittent switch. (or an approved equivalent)
- Gauges – air pressure (2), oil pressure, voltmeter, engine coolant temperature, fuel, hour meter, tachometer, transmission oil temperature, odometer, trip hours, trip miles.
- Warning Lights and Alarms – Low air pressure, low fuel, low oil pressure, low coolant level, high coolant temperature, low battery voltage, low windshield wiper fluid
- Grab Handles – entry assist, located inside the cab, left and right. Seating – Driver – National Air Suspension (or an approved equivalent) vinyl high back with integral headrest fully adjustable and with air operated lumbar support. Passenger two man, vinyl, high back with integral headrest and under seat storage.
- Windshield to be heated in glass.
- Heater/Defroster/air conditioner chassis manufacturer installed
- Air condition to have built in shut down system to control damage in case of a failure
- Seat belts to be safety orange
- Filter minder dash mounted
- Sun visors – right and left with center extenders
- Sun visor exterior with integrated marker lights.
- Overhead Console – with dual storage pockets
- Full Headliner and Padded Door Panels
- Adjustable Steering Column – infinite position type
- Cab to have exterior sun visor with integral L.E.D marker lights
- Cab Interior – manufacturer’s standard, City color preference is gray.
- Supply 7 pin trailer electrical socket located in rear of chassis

NOTE: Cab shall also include all manufacturers’ standard equipment.

Tires and Wheels:

Front – 315/80R22.55 Tubeless type, Radial Load, Range L (20 Ply), Highway Tread (or an approved equivalent), Disc, 9.0” inches x 22.5” inches power coat “White” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs.

Rear – 11R22.5 Tubeless type, Radial Load, Range H (14 Ply), Mud and Snow (or an approved equivalent), Disc, 8.25” inches x 22.5” inches power coat “white” painted steel, 10 stud Hub Piloted, Flanged Nut wheels with steel hubs

Paint:

All painting shall be done in conjunction with manufacturer’s specifications. Cab shall be painted with a high quality, high solid, base coat and clear polyurethane overcoat. The wheels shall be powder coat painted. **NO**

EXCEPTIONS. Paint shall be applied at the factory. Aftermarket refinishing will not be accepted. **NO EXCEPTIONS.**

Exterior Color: City supplied, Sikkens base coat clear coat (or an approved equivalent)

Chassis Color: Black

Wheels: Powder Coat

EXCEPTIONS:

Service Manuals:

A complete set of service, parts and wiring diagrams shall be supplied with total order in CD-ROM form. One (1) owner's manual shall be in each chassis cab.

EXCEPTIONS:

Delivery:

The units shall be delivered F.O.B. to a subcontractor's facility as designated by the Township, after pilot model approval. The units shall receive **all** pre-delivery preparation at the successful vendor's facility, **prior** to final delivery to the Township. The successful vendor shall be responsible for final deliveries to the Township. The body builder shall be responsible to deliver units to successful vendor's facility.

EXCEPTIONS:

Parts & Supplies:

The successful bidder shall supply a list of recommended parts and supplies which the Township should stock at a Central Warehouse. The list shall be prepared for the first through the eighth years of operation. The list shall include part number, quantity, description, price and possible source of supply.

EXCEPTIONS:

Dealer Network:

The successful bidder shall supply a list of authorized service facilities for heavy duty trucks which are near the Township maintenance facility

EXCEPTIONS:

Warranties:

All units delivered must be guaranteed to be free from defects in materials, design and workmanship for 2 years/unlimited miles from date of final delivery excluding normal wear items. (Warranty to include cab structure perforation and corrosion) 100% parts and labor. Frame rail are to have a 7 year warranty (warranty to cover frame rails cross members and brackets) 100% parts and labor. **NO EXCEPTIONS.**

EXCEPTIONS:

6-8 YARD LARGE DUMP

GENERAL:

THE DUMP BODY REQUIRED UNDER THESE SPECIFICATIONS SHALL BE CONSTRUCTED OF 201-2b STAINLESS STEEL. UNITS SHALL CONSIST OF A HEAVY DUTY BODY, HYDRAULIC HOIST, HYDRAULIC PUMP/ VALVE ENCLOSURE, CAB SHIELD, SAFETY ACCESSORIES AND ALL OTHER COMPONENTS NECESSARY TO MAKE UP A COMPLETE OPERATING UNIT. THE BODY HYDRAULIC HOIST AND CYLINDER ARE ALL TO BE MANUFACTURED BY THE SAME COMPANY. HOIST TO BE CLASS 60 N.T.E.A. RATED TWIN ARM UNDERBODY DESIGN. SCISSOR HOIST IS NOT ACCEPTABLE.
COMPLY EXACTLY?

EXCEPTIONS: _____

- 1. MINIMUM BODY DIMENSIONS:
 - 1.1 INSIDE LENGTH: 10FT
 - 1.2 INSIDE WIDTH: 7' 3"
 - 1.3 OVERALL WIDTH: 96"
 - 1.4 SIDE HEIGHT: 30"
 - 1.5 END HEIGHT: 40"
 - 1.6 REAR POST HEIGHT: 40"
 - 1.7 CAPACITY: 6 - 8 CU YARD WATER LVL

EXCEPTIONS: _____

- 2. MINIMUM BODY CONSTRUCTION
- 2.1 SIDE STEEL 3/16" 201 STAINLESS STEEL
- 2.2 FLOOR 1/4" AR-450 1 PIECE
- 2.3 FLOOR RADIUS 45 DEGREE FULL LENGTH FLOOR. FULL LENGTH WELDING.
- 2.4 SIDE BRACES: 3 PER SIDE 8 GAUGE 6" WIDE VERTICAL FACE
- 2.5 BOTTOM RAIL: SLOPED DIRT SHEDDER TYPE FORMED IN SIDE SHEET. FULL LENGTH NON SKID GRIP STRUT BOTH SIDES.
- 2.6 REAR CORNER POST: 15" MINIMUM, 8 GAUGE DROP TYPE FULL DEPTH TIED TO 1/4" REAR APRON
- 2.7 10" x 3/16" LONG MEMBERS- CROSSMEMBERLESS DESIGN. GUSSETT PLATES FOR SIDE BOARDS TO BE A MINIMUM OF 2 1/2" WIDE 8" HIGH FRONT AND REAR.
- 2.8 TAILGATE: 3/16". 201 SATAINLESS STEEL. 2 VERTICAL END BOX BRACES AND BOXED TOP RAIL BRACING. TOP RAIL TO BE DIRT SHEDDER TYPE
- 2.8.1 6 PANEL TYPE WITH 2 FULL LENGTH HORIZONTAL DIRT SHEDDER BRACES. TO BE OF DOUBLE-ACTING DESIGN.
- 2.8.2 HEAVY DUTY OFFSET TOP HARDWARE 1" TOP HINGE TO HAVE 1 1/4" CAPTIVE PINS, 3/8" LOWER SOCKET, 3/4" LOWER HOOK. 1/2" HINGE BAR, 5/16" SPREADER CHAINS AND 1 1/4" LOWER PINS.
- 2.8.3 HINGE PINS TO HAVE CAPTURED HEADS TO PREVENT PINS FROM TURNING AND ELONGATING TOP HARDWARE HOLES.
- 2.9 FRONT 3/16" INTEGRAL HEADSHEET
- 2.10 TOP HARDWARE TO BE STAINLESS STEEL QUICK RELEASE TYPE. CANTILEVER STAINLESS HANDLE.

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

- 2.11 LIGHTING: STD FMVSS LIGHTS/REFLECTORS. BODY SIDE LIGHTS ARE RUBBER MOUNTED WITH LEXAN LENSES AND ARE COMPLETELY WATERPROOF. REFLECTORS TO BE OF NON-RUSTING MATERIAL AND FASTENED WITH NON-RUSTING FASTENERS. ALL WIRING IS ENCASED IN PLASTIC WIRE LOOM LACED THROUGH STEEL CHANNEL WITHIN THE BODY SUB-FRAME.
- 2.12 BACK UP ALARM: TYPE "C" ELECTRIC, PRECO MODEL #230 OR EQUAL MINIMUM DECIBEL LEVEL 97 DB. 12 VOLT
- 2.13 BODY UP INDICATOR LIGHT: AS REQUIRED BY OSHA

WELDING: CONTINUOUS EXTERIOR WELDING REQUIRED (SKIP WELDING OR CAULKING NOT ACCEPTABLE)

- 2.14 **3 STEP STEEL LADDER ON DRIVERS SIDE SLIDE OUT TYPE**
- 2.15 STEEL SHIELDS AHEAD OF REAR WHEEL

COMPLY EXACTLY? YES NO

2.16 **EXCEPTIONS:** _____

3.0 MINIMUM HOIST REQUIREMENTS:

- 3.1 U-60-860, CLASS 60, N.T.E.A. TYPE V UNDERBODY HOIST.
- 3.2 20.6 TON CAPACITY
- 3.3 CYLINDER: TO HAVE CHROME PLATED PISTON ROD WITH REPLACEABLE PACKING. CYLINDER TO BE DOUBLE ACTING WITH MAXIMUM REQUIREMENTS OF 2,000 PSI BOTH SIDES OF PISTON. TOP CYLINDER PIN 3" CR. BOTTOM PIN 2 3/16" CR. CYLINDER BORE I.D. TO BE A MINIMUM OF 8" STROKE TO BE 25"
- 3.4 HOIST SUB-FRAME: FULL LENGTH SEVERE DUTY UNITIZED CONSTRUCTION WITH 1/4" HI-TENSILE FORMED CHANNEL LONGMEMBERS (CASTING OR TUBING NOT ACCEPTABLE).
- 3.5 LIFT ARMS: 2 EACH @ 3/4" THICK EACH MINIMUM
- 3.6 LIFT LINK: 2 EACH 2 7/8" OD X 1/2" TUBING
- 3.7 GUIDES: FOR DUMP BODY ALIGNMENT
- 3.8 LIFT LINK PINS: 2 1/8" OD
- 3.9 DUMP ANGLE: MINIMUM 55 DEGREES
- 3.10 DOUBLE ACTING HOIST: POWER-UP/DOWN, 1000 PSI DOWN SIDE RELIEF VALVE.
- 3.11 BODY PROP: (1) OSHA APPROVED

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

- 4 BODY UP INDICATOR LIGHT
- 5 SIX HEAD L.E.D.OVAL STROBE LIGHTING SYSTEM INSTALLED TO INCLUDE (2) AMBER STROBE LIGHTS ON CAB PROTECTOR SIDES (2) FRONT OF CAB PROTECTOR AND (2) STROBES TO BE IN REAR CORNER POSTS L.E.D. OVAL STOP TURN AND TAIL LIGHTS IN REAR CORNER POSTS BACK UP LIGHTS IN REAR CORNER POSTS
- 6 3/8" x 1/ 1/4" STAINLESS STEEL TARP RAIL
- 7 SEMI AUTOMATIC TARP AND ROLLER ASSEMBLY AERO 300

ACCESSORIES

- 7.0.1 25 TON PINTLE HOOK ON 3/4" PLATE WITH SAFETY "D" RINGS
- 7.0.2 ELECTRIC BRAKE CONTROLLER WITH PLUG
- 7.0.3 SPREADER WORK LIGHT

COMPLY EXACTLY? YES NO

EXCEPTIONS:

HYRAULIC SPECIFICATIONS:

HYDRAULIC PUMP TO BE GEAR TYPE WITH CAST IRON HOUSING AND JOURNAL TYPE. PUMP IS TO BE MOUNTED OFF "HOT SHIFT P.TO." WHICH WILL BE MOUNTED ON ALLISON HD3500 SERIES TRANSMISSION.

PUMP IS TO BE CONTINUOUS DUTY TYPE ALL CAST IRON DESIGN WITH PRESSURE CAPACITY TO 3500 PSI TO OPERATE DUMP BODY WITH DOUBLE ACTING HOIST AN UNDER TAILGATE SPREADER AND A TWO WAY POWER REVERSE SNOW PLOW. P330 COMMERCIAL.

COMPLY EXACTLY? YES NO

EXCEPTIONS:

HYDRAULICS

THE HYDRAULIC RESERVOIR WILL BE OF 35 GALLONS NOMINAL CAPACITY. VALVE TANK ENCLOSURE. SEPARATE VALVE AND HYDRAULIC TANK SYSTEM NOT ACCEPTABLE. RESEVOIR WILL BE CONSTRUCTED OF 10 GA. STEEL AND BAFFLED.MOUNTING BRACKET SHALL ALLOW 1"

FRAME CLEARANCE ALL VALVE FITTINGS, HOSE ENDS, FILTER, AND FILTER BREATHER ARE TO BE PROTECTED BY THE ENCLOSURE COVER.

ALL VALVE FITTINGS TO BE JIC FITTINGS A 2" FULL FLOW BRASS BALL VALVE SHALL BE PLUMBED AT THE SUCTION PORT OF THE TANK.

COMPLY EXACTLY? YES NO

EXCEPTIONS:

FILTER-HYDRAULIC OIL FILTER SHALL BE MOUNTED IN THE RESERVOIR. HYDRAULIC FILTER SHALL BE A 16 MICRON ABSOLUTE AND RATED FOR NO LESS THAN 60 GPM. THE FILTER WILL COME WITH A VISUAL INDICATOR. VALVE CONTROLS SHALL BE REMOTE CONTROL SYSTEM WITH DYNAMIC ROD SEAL CABLES FOR DUMP BODY MUST BE BULKHEAD TYPE CONNECTIONS AT THE HYDRAULIC VALVE SECTIONS. THE CONTROLS SHALL BE MOUNTED IN TOTALLY ENCLOSED TOWER.

COMPLY EXACTLY? YES NO

EXCEPTIONS:

ALL CONTROLS WILL BE LOCATED IN THE CAB WITHIN EASY REACH OF OPERATOR. DUMP BODY AND SNOW PLOW TO BE OPERATED BY IN CAB CONTROL LEVER TOWER AND CONNECTED TO VALVE VIA BONNETTED CABLES. HYDRAULIC HOSES TO BE PROTECTED BY NEOPRENE WRAP. SPREADER COUPLERS TO BE SNAP TITE MALE AND FEMALE TYPE.

CONTROL VALVE

VALVE SECTIONS TO BE STACKED TYPE AND CONTROL A DOUBLE ACTING CYLINDER WITH A 500 PSI DOWN SIDE RELIEF, POWER REVERSE SNOW PLOW AND MID INLET SECTION ENCLOSURE TO COVER THE VALVE AND FILTER

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

HYDRAULIC LINES SHALL BE ROUTED TO MINIMIZE INTERFERENCE WITH EQUIPMENT AND CHASSIS COMPONENTS. SUPPORT BRACKETS, GROMMETS AND TIE WRAPS SHALL BE PROVIDED WHERE APPROPRIATE TO PROTECT LINES FROM DAMAGE BY ABRASION, CUTTING OR IMPACT.

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

HOIST CONTROL AND PLOW CONTROL:

SINGLE MORSE DYNAMIC ROD SEAL HOIST CABLE WITH SPRING CENTER NEUTRAL POSITION CABLE CONTROLS AND SPREADER SHALL BE MOUNTED BETWEEN THE SEATS AND SHALL BE IN EASY REACH OF

THE OPERATOR. THE CITY SHALL DETERMINE THE EXACT LOCATION DURING THE PRE CONSTRUCTION MEETING SPREADER CONTROL CONSOLE THE SPREADER CONTROL CONSOLE SHALL BE FORCE AMERICA 2100ITY THE AUGER AND SPINNER SHALL BE CONTROLLED BY INDIVIDUAL DETENTED DIALS, PROVIDING PROPORTIONAL CONTROL FROM CLOSED TO FULLY OPEN ON THE CONTROL VALVE. EACH KNOB SHALL HAVE 10 POSITIONS FRONT FACE SHALL HAVE "STANDBY" INDICATOR LIGHT ACTIVATED BY PUSHING THE AUGER DIAL, BLAST MODE ADJUSTABLE FOR MOMENTARY AND FLASHING INDICATOR LIGHT SWITCH SPEEDOMETER INTERRUPT (SANDER SHUTDOWN WHEN VEHICLE STOPS)

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

ALL ELECTRICAL CABLES SUPPLIED MUST COME COMPLETE WITH ATTACHED WATERTIGHT, SHIELDED HEAVY DUTY INDUSTRIAL CONNECTORS

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

PLOW SPECIFICATIONS: HENDERSON FSP36R10ISCT SNOWPLOW OR APPROVED EQUAL.

MOLDBOARD:

- LENGTH: 10'
- HEIGHT, INCLUDING EDGE: 36"
- NUMBER OF VERTICAL RIBS: 6

- SIZE OF VERTICAL RIBS: 1/2" X 3"
- HORIZONTAL STIFFNERS: 2
- EDGE REINFORCING: 3/4" X 4" X 4"
- MOLDBOARD THICKNESS: 3/16"
- INTEGRALLY FORMED CHANNEL TOP BRACE
- HINGE PUSH CONNECTIONS: 5
- MOLDBOARD SMOOTH ROLLED
- VARIABLE ADJUSTMENTS FOR TILTING OF MOLDBOARD
- CUTTING EDGE: 5/8" X 8" HIGH CARBON STEEL
- PLOW MARKERS TO BE INSTALLED ON EACH END OF MOLDBOARD
- REINFORCED SEMI-CIRCLE
- PLOWING WIDTHS:

- ADJUSTABLE EITHER SIDE: 28, 35, 42 DEGREES
- 10'0" MOLDBOARD: 8'10", 8'2", 7'7"
- TRIP SPRING:**
- COMPRESSION TRIP SPRING -ADJUSTABLE TRUNNION MOUNTED
- SPRING CUSHIONED SHOCK ABSORBER
- LEVEL LIFT DESIGN (NO EXCEPTION)**

LIFT CHAIN:

- 3/8" LIFT CHAIN SPRING LOADED
- ADJUSTABLE CAST STEEL CHAIN BLOCK
- SEMICIRCLE REINFORCING
- 3" LIFT CYLINDER

PUSH FRAME:

- BUMPER TO FRAME HITCH

-ACCESSORIES:

- 8" CASTER WHEELS
- SPRING LOADED LIFT CHAIN

LIGHTS:

- DUAL BEAM, LOW PROFILE HALOGEN HEADLAMPS WITH PARK AND TURN SIGNALS.
- CUSTOM FIT WIRE HARNESS

COMPLY EXACTLY?

EXCEPTIONS: _____

NOTE: DUMP BODY/SNOW PLOW AND SALT SPREADER DISTRIBUTOR TO HAVE 24 HOUR EMERGENCY SERVICE FROM NOVEMBER 15TH TO MARCH 25TH FOR PARTS AND SERVICE OF EQUIPMENT. (NO EXCEPTIONS)

OPTION:

SPECIFICATIONS UNDER TAILGATE SPREADER 304 STAINLESS STEEL

GENERAL: THE UNIT (S) REQUIRED UNDER THESE SPECIFICATIONS SHALL BE OF THE UNDER TAILGATE TYPE. THE UNIT SHALL CONSIST OF A STEEL HOPPER THROUGH, AUGER FEED CONVEYOR, DISTRIBUTOR SPINNER ASSEMBLY, POWER DRIVE SYSTEM AND ALL COMPONENTS NECESSARY TO MAKE A COMPLETE OPERATING UNIT. IT SHALL BE CAPABLE OF SPREADING UNIFORMLY SAND, SALT, CINDERS, CALCIUM CHLORIDE OR MIXTURES UP TO A WIDTH OF 30 FEET. BIDDERS MUST PROPOSE TO FURNISH BIDS WITH EXCEPTIONS. ANY EXCEPTIONS TO THESE SPECIFICATIONS WILL BE CONSIDERED UNRESPONSIVE.

BODY: BODY SHALL BE 304 STAINLESS STEEL 7 GAUGE FORMED AUGER THROUGH CONTINUOUSLY WELDED TO ¼” THICK END PANELS. THE REAR SIDE TROUGH SHALL HINGE DOWN FOR CLEANING AND REMOVAL OF FOREIGN MATERIAL. THE DOOR SHALL BE FULL LENGTH OF THE AUGER WITH 4 HINGE POINTS AND HAVE DUAL OVER CENTER LATCHES AT EACH END OF DOOR. A 7 GAUGE STEEL HINGED COVER PLATE TO BE PROVIDED SO THAT MATERIAL MAY BE DUMPED OVER SPREADER WHEN PLATE IS DOWN. WHEN PLATE IS UP IT WILL PERMIT DUMPING OF MATERIAL IN AUGER THROUGH. AN EASILY REMOVABLE COVER PLATE SHALL BE LOCATED AT DISCHARGE END OF TROUGH TO RESTRICT MATERIAL FREE FLOW THROUGH OPENING. THE MOUNTING BRACKETS WITH SLIDE BARS AND LOCK PINS. "QUICK-MOUNT" STABILIZER BRACES SHALL BE PROVIDED. BODY CORNER FILL PLATES TO CONTROL MATERIAL FLOW FROM DUMP BODY TO SPREADER AND ELIMINATE SPILLAGE OUT CORNERS WHEN DUMP BODY TAILGATE IS OPEN ARE TO BE PROVIDED.

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

CONVEYOR: THE CONVEYOR SHALL BE A 6” DIAMETER AUGER FULL PITCH WITH A MINIMUM OF 3/8” HELICOID FLIGHTING WELDED TO A 2” PIPE. DISCHARGE END SHALL HAVE DOUBLE FLIGHTING FOR AT LEAST 9” TO PROVIDE A MORE EVEN AND CONTROLLED FLOW OF MATERIAL TO SPINNER. AUGER SHAFTS TO BE 1 ¼” DIAMETER AND TO BE MOUNTED IN SEALED BALL BEARINGS OF THE TWO BOLT FLANGE TO BE AT EACH END. AUGER TO BE DRIVEN BY AN ORBITAL TYPE LOW SPEED, HIGH TORQUE HYDRAULIC MOTOR THROUGH A 2:1 REDUCTION.

DISTRIBUTOR SPINNER ASSEMBLY:
THE DISTRIBUTOR DISCS SHALL BE 18” IN DIAMETER AND EQUIPPED WITH 6 REPLACEABLE FORMED FINS. DISC TO BE AT LEAST 7 GAUGE STEEL WITH INTEGRAL STEEL HUB AND MOUNTED DIRECTLY TO HYDRAULIC MOTOR SHAFT. THE HYDRAULIC MOTOR TO BE OF THE ORBITAL TYPE AND SHALL BE MOUNTED TO A LATERALLY ADJUSTABLE BRACKET WHICH PERMITS AN INFINITE POSITIONING OF SPINNER TO ADJUST MATERIAL SPREAD PATTERN. SPINNER SHALL ROTATE CLOCKWISE AND CURVED BAFFLE SHALL BE LOCATED FORWARD OF SPINNER TO PROTECT TRUCK FROM MATERIAL BEING SPREAD. AN ADJUSTABLE STABILIZER BAR WITH MOUNTING BRACKET SHALL BE PROVIDED TO

MAINTAIN SPINNER IN A LEVEL POSITION AT ALL DUMP BODY DUMPING ANGLES.

COMPLY EXACTLY? YES NO

EXCEPTIONS: _____

OPTION (PRICE SEPERATELY):

**ANTI-ICING UNIT
OPEN LOOP HYDRAULICALLY POWERED
AI-925-HYD-1LB**

GENERAL:

ANTI-ICING UNIT DESIGNED TO APPLY A CONSTANT APPLICATION OF LIQUID PRODUCT TO A ROAD SURFACE REGARDLESS OF VEHICLE SPEED. PRODUCT PUMP TO BE HYDRAULICALLY DRIVEN USING THE TRUCK'S CENTRAL HYDRAULIC SYSTEM. TRUCK MUST BE ABLE TO SUPPLY A CONSTANT 13 GPM OF HYDRAULIC FLOW TO SPRAYER'S PWM VALVE. THE SYSTEM IS COMPATIBLE WITH A VARIETY OF DEICING SOLUTIONS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING SODIUM CHLORIDE, CALCIUM CHLORIDE, MAGNESIUM CHLORIDE, POTASSIUM ACETATE, AND CMA. THE SYSTEM COMES COMPLETE WITH A LIQUID SPRAY PUMP, SPRAYER TANK, STORAGE LEGS, TANK MOUNTING STRAPS, BAFFLE SYSTEM, DISCHARGE NOZZLES, OPEN LOOP PLUMBING, 20 AMP OPEN LOOP IN-CAB CONTROLLER AND HARDWARE. THE UNIT SHALL BE DELIVERED COMPLETE AND READY TO INSTALL AND RUN WITH MINOR HARNESS INSTALLATION AND HYDRAULIC HOOK UP IN AN 10' OR LONGER BED.

LIQUID TANK:

TANK SHALL HAVE A CAPACITY OF 925 GALLONS ROTATIONALLY MOLDED POLYETHYLENE, UV PROTECTED, 16" THREADED MAN-WAY WITH REMOVABLE CENTER FOR EASY ACCESS TO INSIDE OF TANK, HAVE A SPECIFIC GRAVITY RATING OF NOT LESS THAN 1.5, AND HAVE MOLDED IN GALLON-AGE MARKERS AT THE REAR OF THE TANK. TANK SHALL BE EQUIPPED WITH TANK TAMER BALL TYPE BAFFLING SYSTEM TO ELIMINATE UNSAFE CONDITIONS RESULTING FROM THE LIQUID SLOSH ASSOCIATED WITH MOBILE POLY TANKS.

FRAME ASSEMBLY:

SYSTEM SHALL HAVE A HEAVY DUTY STEEL CONSTRUCTION USING 7 GAUGE STEEL, 3 X 5 X 3/16 C-CHANNEL FOR THE LONG SILL RUNNER. SPRAY BAR BRACKET SHALL BE SEPARATE FROM THE REAR LEG ASSEMBLY. FRAME SHALL BE GALVANIZED. SKID ASSEMBLY SHALL BE EQUIPPED WITH A CROSSBAR ASSEMBLY THAT WILL UTILIZE THE DUMP BODY TAILGATE LATCH AS THE REAR HOLD DOWN. SELF-LOADING FRONT LEGS SHALL MOUNT ON THE FRONT EDGE OF THE SKID, REAR LEGS SHALL BE FOLDING TYPE, SELF-LOADING WHEELS TO BE 4" DIAMETER WITH GREASE FITTING.

EXCEPTIONS: _____

LIQUID PUMP:

THE PRODUCT PUMP SHALL BE A 147 GPM @ 40 PSI CAST-IRON CENTRIFUGAL PUMP WITH 2" FLANGE INLET X OUTLET PORTS. PUMP SHALL HAVE A CAST-IRON IMPELLER, DRIVEN BY A

HYDRAULIC GEROTOR MOTOR DIRECT COUPLED TO THE PUMP, 416 STAINLESS STEEL SHAFT TO WITH STAND CORROSIVE ENVIRONMENT AND NOT HARM THE SHAFT SEALS. PUMP HOUSING MUST HAVE INTEGRAL DRAIN PORTS WITH PLUGS.

PLUMBING AND HARDWARE:

PUMP DISCHARGE TO HAVE Y-STRAINER WITH SERVICEABLE SCREEN FILTER, RECIRCULATION VALVE, AND FLOW METER. 2" FLANGED 12-VOLT ELECTRIC BALL VALVE WITH STAINLESS STEEL BALL AND FIELD REPLACEABLE ACTUATOR, WHICH IS FLANGED CLAMPED FOR EASY SEPARATION AND HAS VALVE POSITION INDICATOR. WEAR EVER-POSSIBLE STANDARD PORT 2" FLANGE CONNECTORS MUST BE USED TO PREVENT LEAKS IN THE SYSTEM PLUMBING. ALL MOUNTING HARDWARE AND FASTENERS SHALL BE 304 STAINLESS STEEL THIS IS TO INCLUDE ALL CLAMPS. TANK OUTLET SHALL BE A 2" POLY BULKHEAD WITH A POLY NIPPLE AND 2" POLY FULL PORT BALL VALVE. GLASS FILLED POLYPROPYLENE PLUMBING IS TO BE USED AFTER THE MAIN TANK OUTLET SHUTOFF VALVE AND FLEX CONNECTION. PLUMBING TO INCORPORATE LOADING AND UNLOADING, WHICH INCLUDES TWO 2" INCH POLYPROPYLENE SHUT-OFF BALL VALVE AND INTEGRAL MALE CAM LOCK.

SPRAY BOOM AND NOZZLES:

SINGLE (1)-LANE COVERAGE, SPRAY BAR TO BE 1-1/2" SCHEDULE 80 PVC. ALL SPRAY NOZZLES TO BE BRASS, STRAIGHT STREAM, QUICK-CHANGE, MOUNTED IN 16 DEG. SWIVEL MOUNT, WHICH CLIP ON TO THE SPRAY BOOM. SPRAY BOOM TO HAVE A 5-PSI INLINE DIAPHRAGM CHECK VALVE. CENTER SPRAY BOOM TO HAVE (10) NOZZLES ASSEMBLIES AND SHALL BE ADJUSTABLE FROM 12" TO 18" IN HEIGHT FROM THE PAVEMENT. SPRAY BOOM TO BE INDEPENDENTLY CONTROLLED BY ELECTRIC ON/OFF BALL VALVE.

PROPOSAL FORM/SIGNATURE PAGES

To: Borough Council
Pine Hill Borough
45 W. 7th Ave.
Pine Hill, NJ 08021 Council:

Date: _____

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: **One (1) 6-8 yard large dump.** Having carefully examined the "Advertisement for Bids:, Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten (10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn before me this _____ day of _____, 2017 Notary public
of _____ My commission expires _____

(Type or Print Name)

Signature

GENERAL CLAUSE
PROPOSAL FORMS

As noted under “instructions to bidders”, attached to these specifications is a “Proposal Form/Signature Form”, which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

**NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED
HEREIN**

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See “Specifications” for delivery required under these present specifications.

DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

PAYMENTS

Payments shall be made to the contractor within sixty (60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Borough Council unless otherwise stipulated by the Borough in the form of a contract.

NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The BOROUGH OF PINE HILL is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

NEW JERSEY PREVAILING WAGE ACT

All work on this project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of the New Jersey Department of Labor shall become part of the contract.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more if its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH "FORM OF PROPOSAL" WILL BE CAUSE TO REJECT THE BID

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

**BIDDER REQUIRED TO COMPLETE AND RETURN FORM WITH BID
REGARDLESS OF WHETHER ADDENDA WAS ISSUED.
FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH
CANNOT BE CURED AND BID WILL BE REJECTED.**

A. Bidder hereby acknowledges receipt of the following addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Initial</u> |
|------------------------|--------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

OR:

B. Bidder acknowledges to the best of his/her knowledge no addendum has been issued by the County: _____ Dated _____ Initial _____

Bidder is required to complete, sign and submit form with bid regardless of whether addenda were issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected. Se: N.J.S.A.40A:11-23.2

By: _____
(Print or Type Name of Authorized Individual)

Signature: _____

Title: _____

STATEMENT OF CORPORATE OWNERSHIP

In order to conform to N.J.S.A. 52:25-24.2, the Bidder must complete and sign one of the following statements:

1. Stockholders or Partners owning 10% or more of the company submitting the bid:

NAME

ADDRESS

(If additional space is needed, please attach a separate sheet of paper)

Signature _____ Date _____

2. No Stockholder or Partner owns 10% or more of the company submitting the bid:

Signature _____ Date _____

3. This bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____ Date _____

4. This bid is being submitted by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation
_____ Limited Liability Partnership _____ Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

NAME

ADDRESS

(If additional space is needed, please attach a separate sheet of paper)

Signature _____ Date _____

MANDATORY EQUAL OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notifications of award but prior to execution of this contract, one of the following three documents as forms of evidence.

(a) 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

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE _____

PRINT NAME: _____

TITLE: _____

DATE: _____

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: _____

COUNTY OF: _____

being duly sworn, deposes and says that he/she resides at:

and that he/she is the _____ of _____
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will
agree to the Plan for Affirmative Action.

Subscribed and Sworn to before me on the ____ day of _____ 20 ____

(Notary Public)

My Commission Expires:

(Seal)

SUPPLEMENT TO BID SPECIFICATIONS
NON-DISCRIMINATION

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. 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 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, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination 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 or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place 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., c.127, as amended and supplemented from time-to-time.
5. 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 section 5.2 of the regulations 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 applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.
6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, 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, or sex,

and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. 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 and by application Federal Law and applicable Federal Court decisions.
8. 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 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.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By:

Name of Firm

Signature

Title

Date

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 the nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer 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 unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable

Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time-to-time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

SIGNATURE

(NAME) PRINT OR TYPE

COMPANY NAME:

DATE:

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS: _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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

I am _____ of the firm of _____
(Title or Position) (Name of Firm)

the bidder making this Proposal for the bid entitled _____, and that I
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said
(Name of contracting unit)

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 _____.

Subscribed and sworn before me this _____ day of _____, 2017

(Type or Print Name)

(Signature)

Notary public of _____
(Signature)

(Seal)

My Commission expires _____

PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate(BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/dca/lgs/lpcl/busregis/bus or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

“Contractor” means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit’s bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractors’ and named subcontractors. Proof of registration means a copy of the organization’s Business Registration Certificate”. No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

| <u>Name</u> | <u>Registration Number</u> |
|----------------------|----------------------------|
| Bidder_____ | _____ |
| (Subcontractor)_____ | _____ |
| (Subcontractor)_____ | _____ |
| (Subcontractor)_____ | _____ |
| (Subcontractor)_____ | _____ |

Subscribed and sworn before me this _____ day of _____, 2017

(Type or Print Name)

(Signature)

Notary public of _____
(Signature)

(Seal)

My Commission expires_____

CONSTRUCTION CONTRACT

During the performance of this contract the contractor agrees 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, or sex. 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 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 Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination 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 or sex.
- 3) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place 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.
- 5) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; 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 the following provision 1, 2 and 3 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 workers is equal to or greater that the applicable employment goal prescribed by section 7.3 of the regulations 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(3) days of the contractor award, seek assurance 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 regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.

- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor or subcontractor 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 goal:
 1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
 2. To notify any minority workers who have been listed with it as awaiting available vacancies;
 3. 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 workers to fill job openings;
 4. To leave standing requests for additional referral of minority 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 the other approved referral sources until such time as the work force is consistent with the employment goal;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure consistency with the applicable State and Federal Statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition if not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
 6. To adhere to the following procedure when minority workers apply or are referred to the contractor of subcontractor:
 - i. 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 work force 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 shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii: If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.
 - iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
 7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- C. The contractor or subcontractor agrees that nothing contained in the preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement 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 arrangements; provided,

however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker 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 the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.

- D. The contractor agrees to complete monthly Project Manning Reports 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(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract 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 if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name in the contractor’s bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor’s certification along with those of all listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a “contractor” is a “person, partnership, association, joint stock company, trust corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.). It applies to contractors bases in New Jersey or in another state.

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act”, P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

| <u>NAME</u> | <u>REGISTRATION #</u> |
|--------------------------|-----------------------|
| Bidder _____ | _____ |
| (Subcontractor) _____ | _____ |
| (Subcontractor) _____ | _____ |
| (Subcontractor) _____ | _____ |

(Subcontractor)

IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

Subscribed and sworn before me this _____ day of _____, 2017

(Type or Print Name)

(Signature)

Notary public of _____
(Signature)

(Seal)

My Commission expires _____

(My Commission Expires) _____ 20 _____

EXHIBIT A
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

OPS Number: _____ **Proposer:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. **Failure to complete the certification and return it with the bid will render a bidder's proposal non-responsive and the bid will be rejected.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliate is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN-add additional sheets if necessary.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - Continued

BIDDER: _____

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I acknowledge that I am authorized to execute this Certification on behalf of the bidder, that the _____ is relying on the information contained herein and that I am under a continuing obligation from the date of this Certification through the completion of any contract with the _____ to notify the _____ in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this Certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the _____, permitting the _____ to declare any contract(s) resulting from this Certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with disability

The contractor and the BOROUGH OF PINE HILL , do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 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 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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.