

# **BERLIN BOROUGH**

**Specifications 2016 Western Star or EQUIVALENT  
4700SF Dump Truck with Air Flo Flow-N-Dump Body,  
Spreader and Plow**

**BOROUGH OF BERLIN**

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the QPA or Municipal Clerk, for the Borough of Berlin, County of Camden, State of New Jersey on August 23, 2016 at 10:00 am prevailing time at the Municipal Building, 59 S. White Horse Pike, Berlin, New Jersey (08009) at which time and place bids will be opened and read in public for:

***WESTERN STAR OR EQUIVALENT***

***2016 MODEL 4700SF DUMP TRUCK WITH AIR FLO FLOW-N-DUMP BODY  
SPREADER AND PLOW***

Specifications and other bid information may be obtained at the office of the Municipal Clerk, 59 S. White Horse Pike, Berlin, New Jersey (08009) during regular business hours of 8:00 a.m. and 4:30 p.m.. Specifications will also be available on the Borough's website [www.berlinnj.org](http://www.berlinnj.org)

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Stacey DiVello, Qualified Purchasing Agent

Publication date: August 9, 2016

## Instructions To Bidders And Statutory Requirements

### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time 10:00 am at the Municipal Building located at 59 S. White Horse Pike, Berlin, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

## II. BID SECURITY AND BONDING REQUIREMENTS

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

### A. BID GUARANTEE

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

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

### B. CONSENT OF SURETY

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

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

### C. PERFORMANCE BOND

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

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

### D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

## E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 year  
 2 years

## III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

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

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

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

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

### D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

### E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on  
Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### **V. INSURANCE AND INDEMNIFICATION**

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

##### **A. INSURANCE REQUIREMENTS**

###### **1. Worker's Compensation Insurance**

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

###### **2. General Liability Insurance**

General liability insurance/Comprehensive Liability including Bodily Injury Liability and Property Damage Liability shall be provided with limits of not less than \$1,000,000 per single occurrence and \$2,000,000 Umbrella Form Excess Liability each single occurrence, which shall be maintained in full force during the life of the contract.

###### **3. Automotive Liability Insurance**

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

###### **4. Other Forms Of Insurance Required**

## **B. CERTIFICATES OF THE REQUIRED INSURANCE**

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

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

## **X C. INDEMNIFICATION**

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

## **VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## **VII. STATUTORY AND OTHER REQUIREMENTS**

**The following are mandatory requirements of this bid and contract.**

### **X] A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

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

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

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

## 2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

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

### **X] B. AMERICANS WITH DISABILITIES ACT OF 1990**

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

### **X] C. STOCKHOLDER DISCLOSURE**

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

### **X] D. PROOF OF BUSINESS REGISTRATION**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/nibgs](http://www.nj.gov/nibgs) 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 contacting 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) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

## X] E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

## F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

## G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named 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. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-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 based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

## X]H. NON-COLLUSION AFFIDAVIT

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

### I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

### IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A: 1 1-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:1 1-24b)

### X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

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

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

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

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

XI. PAYMENT

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

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

## REQUIREMENTS OF BIDDERS

With regards to the equipment; the franchise dealer bidding on the equipment, must include a statement certifying that he has a service facility capable of servicing the equipment

The vendor supplying the associated equipment must state the following: That he has a complete service facility to handle all the associated equipment; must be within a 30 mile radius; and that he must include in his bid, the names and telephone numbers of people who can service the equipment or can be reached for emergency service

A statement that a hydraulic testing facility is in existence for inspection by the borough, and that all equipment can be serviced by a single vendor other than the chassis manufacturer, must be provided with the bid

A statement that the supplier of the equipment has in service seventy-five (75) units similar to what is being provided and has been manufacturing said units for at least 5 years

Certified documentation must accompany the bid, indicating units, customers, etc.

A testing facility must be available at the vendor's place of assembly to test the entire hydraulic system, prior to installation on the vehicle so as to preclude leaks, etc.

Manuals – One each of the complete Master Parts and Shop Repair Manuals

Training – One day instructions; as per requirements

A demonstrator unit must be made available within ten (10) days after bid award

A statement that the vendor or sub-contractor is not under any bankruptcy law

### **OUT OF STATE VENDORS MUST SUPPLY PICK-UP AND DELIVERY OF VEHICLES DURING THE FULL DURATION OF THE WARRANTY**

### **INSTALLERS MUST BE ASE (AUTOMOTIVE SERVICE EXCELLENCE) CERTIFIED – CERTIFICATE MUST BE INCLUDED IN BID-NO EXCEPTIONS**

**Installer must be NTEA MVP certified. Certification must accompany bid**

## Berlin Borough General Specifications: Dump Truck

The specifications contained herein are intended to describe a heavy duty chassis for a Dump Truck Chassis with air brake trailer towing package.

The bidder will submit a binding proposal on the forms accompanying these specifications, in the manner indicated in the Notice to Bidders. The bid shall be submitted in a sealed envelope with the words "BID ENCLOSED-DUMP TRUCK CHASSIS".

A complete unit ready for use, shall be delivered to the borough no more than 120 days ARO.

Placement of the dump body on its chassis shall be such that when fully loaded, the overall weight shall be distributed according to the specified axle weights for those vehicles and its' intended use.

The bidder shall guarantee that all articles of equipment including all parts thereof are of first quality throughout. The bidder further warrants all equipment, and all parts thereof against any defects of workmanship, design, construction and materials, and guarantees to repair or replace without cost of the owner, any article that has become defective, in service and not proven to have been caused by negligence on the part of the user. Pickup and delivery for warranty service will be required for the first year of the warranty period from the date of acceptance by owner.

Service under the guarantee and, subsequent to the expiration of the guarantee, service required as part of the maintenance of the equipment, shall be available from a shop operated by the bidder, or under the control of the bidder, or under contract with the bidder. Any bidder whose service facilities do not meet the criteria as set forth in this section shall submit with the bid evidence satisfactory to the borough of a firm commitment, by a reputable and established service organization, for complete satisfaction of the terms of this section. That commitment shall be for no less than one (1) year from the date delivery of the vehicle.

The unit will be DOT inspected with sticker to be provided at delivery. 2-Year NJ Diesel emission sticker must be provided within 45 days of vehicle registration. Dealer must make arrangements and provide for registration, title and tags. NO EXCEPTIONS. There shall be a 20-working day trial period for each vehicle, during which time the vehicle will be used, prior to final acceptance of the vehicle by the Borough. During this 20-day period, the bidder shall immediately remedy any and all faults in the new vehicle brought to the bidder's attention by the borough.

Vehicle(s) shall be delivered with all specified components included and with a full charge of all fluids. Complete service manuals will be supplied at the time of delivery.

These specifications are meant to be complete and informative. They are not assumed to be exhaustive. All items required to make a complete, finished, working unit must be included whether specified or not. If a bidder has questions about the specifications, the questions should be addressed, in writing, to the Borough of Berlin Public Works Department, 3 days in advance of the bid opening. Responses, in writing, will be made available to all bidders.

Payment will be in a lump sum or annual installments following acceptance of the vehicle by the borough. Payment will be made within thirty (30) days of when the bidder presents a voucher for payment. The voucher may be submitted upon acceptance of the vehicle by the Borough.

The complete end unit is to be supplied by the successful bidder. Splitting of bids is not acceptable.

Warranty service will be the responsibility of the successful bidder, if service is required during the base and extended warranty period, the supplying vendor is responsible for the towing of the vehicle and any parts or service required to make the necessary repairs.

Unless noted, explained and approved prior to the bid opening: The specified items are to be provided exactly as described. IF NO EXCEPTION IS TAKEN, THE WORD **NONE** MUST BE WRITTEN IN THE EXCEPTION FIELD. The terms APPROVAL EQUAL apply to the truck, all mounted equipment, parts, performance, documentation, training and accessories. Equal or better will be judged by the end user (Borough of Berlin). If a Bidder declares that an item is equal or better; they are required to provide – demonstrations, written explanations, comparisons, as well as written technical and performance data with quantified, verifiable conclusions to support their claim. Failure to submit the complete information prior to the bid opening will result in the immediate rejection of the entire bid.

**BERLIN BOROUGH  
Chassis Specifications**

**2015 or Newer Western Star 4700 SF or Approved Equal Cab and Chassis**

All specifications listed below shall be considered "or equivalent". In any circumstance where the specification is not met and an "equivalent" is offered, the bidder must specify what is being offered and how it is equivalent or superior to these specifications. Failure to explain any variations from the bid specifications shall be cause for rejection of the bid as non-responsive. The brand of equipment specified for the intended application has been selected by the public works department for standards of reliability, safety, performance and availability of suppliers for parts and service. Any bidder with questions with the form of these specifications must state their questions to the Public Works Dept. at least three (3) days prior to the opening of bids in accordance with N.J.S.A. 40A:11-13.

**COMPLY**  
**Yes   No**

**General**

Western Star 4700 SF Chassis/Cab designed for heavy-duty general municipal use including the use of a Dump Truck with Snow Plow and trailer towing provision at end of frame

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Set Forward Axle truck package configuration with a minimum bumper-to-back-of cab measurement of 110". Axle set back maximum of 29" from standard front bumper location

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Intended Service: Dump Truck with trailer

Cab to Body Clearance: 3 inches

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Front Axle Capacity: 16,000 lbs.

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Rear Axle Capacity: 23,000 lbs.

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Expected GVW Capacity: 39,000 lbs.

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**Engine**

Cummins ISL, minimum 300 hp @ 2000rpm and 860 lb.-ft. torque @ 1300rpm. Must be in line 6 cylinder of wet sleeve design utilizing hardened cylinder liners for durability, and electronics for simple service and diagnosis when needed. Minimum displacement is to be 8.9 liters(540CID). Engine MUST comply with latest federal mandate for diesel emissions. Should an alternate power plant be offered the bidder must provide all necessary technical data to show proof of equality

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**Engine Equipment**

Engine must have latest 50 State clean idle diesel emission certification GHG15 OBD

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No PTO mode cancel vehicle speed

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Regeneration inhibit speed threshold - 0 MPH

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Enable regeneration in PTO mode

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Over the road regeneration and dash mounted regeneration request switch

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PTO mode brake override-service brake only enabled

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Oil check and fill: engine mounted

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Air intake: side of hood air intake with firewall mounted Donaldson air cleaner assembly with air operated snow

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**COMPLY**  
**Yes No**

Alternator: 160 amp 36 SI brushless with remote battery volt sense	_____	_____
Batteries: (3) 12-volt Absorbed Glass Mat 9A31 threaded stud Maintenance-Free 2775 CCA	_____	_____
Battery Box: frame-mounted left side back cab	_____	_____
Positive and negative posts for jumpstart located on frame next to starter	_____	_____
Positive load disconnect control switch mounted under dash	_____	_____
Gates Blue stripe hoses	_____	_____
Compressor: 18.7 cfm	_____	_____
Engine Protection: electronic engine-integral warning system with shut down function	_____	_____
Engine brake: Cummins exhaust brake with on off dash switch	_____	_____
Exhaust: Single right-hand under cab ATD with bright finish bright upper cab mounted 10'6" bright finish vertical stack	_____	_____
Exhaust Shield: Stainless Steel	_____	_____
Fan Drive: Horton Drivemaster on/off type	_____	_____
13 Gallon diesel exhaust fluid tank	_____	_____
Non-polished aluminum diamond plate diesel exhaust fluid tank cover	_____	_____
Oil filter: full-flow	_____	_____
Fuel filter: Cummins spin off type	_____	_____
Radiator: 1300 square-inch	_____	_____
Heavy-duty coolant: -34 extended life with fleet guard coolant filter	_____	_____
Coolant hoses: Gates blue-stripe	_____	_____
Constant-torque clamps: constant torque for coolant hoses 1-3" diameter	_____	_____
Engine Heater: Phillips 1000W/115V	_____	_____
Chrome heater receptacle: mounted under driver's door	_____	_____
Flywheel housing: Aluminum	_____	_____
Air intake warmer	_____	_____
Starter: Delco 12V 38 MT HD	_____	_____

**COMPLY**  
Yes No

**Transmission & Equipment**

Transmission: Allison World RDS 3500 six-speed electronic automatic with PTO provision, (6) forward gears and (1) reverse gear. Six-speed transmission programming (142). PTO operation to be programmed to unlimited output speed for use while spreading. Vehicle interface wiring with body builder connector mounted between driver and passenger seats, Magnetic engine drain, transmission and rear axle fill and drain plugs

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Electronic transmission customer access connector mounted between driver and passenger seats

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Transmission prognostics enabled

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Trans oil check and fill with electronic oil level check

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Shift lever: Dash mounted push button

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Transmission cooler: heavy-duty water-to oil in radiator end tank

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Synthetic transmission fluid

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PTO mounting LH side of main transmission

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**Front Axle And Equipment**

Detroit drop front axle, minimum capacity @ ground of 16,000 lbs.

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Front brakes: Meritor cam 16.5 X 6"Q+ heavy duty cast spider cam with dust shields

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Front brake linings: non-asbestos

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Front brake drums: Conmet outboard-mounted cast-iron

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Front oil sales: SKF Scotseal Plus XL with synthetic lube

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Front hubcap: vented oil-type with window and side plug

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Front slack adjusters: Meritor

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Power steering pump: TRW TAS-85

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Oil/air power steering cooler

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Power steering reservoir: 2-quart

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Suspension bushings: graphite bronze bushings

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Front suspension: taper leaf springs rated @ 16,000 lbs. minimum

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**Rear Axle And Equipment**

Meritor RS-23-161 series, 23,000 lbs. Minimum rating with 18" ring gear minimum

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Rear axle ratio: 5.63

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Rear axle carrier housing: heavy-duty iron with .50 thickness housing

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**COMPLY**  
Yes No

Main driveline: 176T Meritor extended lube with half-round yokes \_\_\_\_\_

Differential lock; full locking rear axle with dash-mounted switch and indicator lamp and buzzer \_\_\_\_\_

Lubrication: Synthetic based lubricant in transmission/axles \_\_\_\_\_

Rear Brakes: Meritor cam16.5X7"Q+ heavy duty cast spider \_\_\_\_\_

Rear axle brake linings: non-asbestos with dust shields \_\_\_\_\_

Rear brake drums: Conmet outboard-mounted cast iron \_\_\_\_\_

Rear axle oil seals: SKF Scotseal plus XL \_\_\_\_\_

Parking brake chambers: Haldex longstroke cams and chambers mounted forward of axle \_\_\_\_\_

Rear axle Automatic slack adjusters: Haldex \_\_\_\_\_

Rear Suspension: 30,000-lb. Flat leaf with helper and radius rod \_\_\_\_\_

Axle clamp: Standard U-bolt pad \_\_\_\_\_

**Brake System Equipment**

Brake Package: Full air \_\_\_\_\_

Anti-lock brake system: Wabco four-channel, 4-sensor/4 modulator, with-out traction control enhancement \_\_\_\_\_

Chassis air lines: reinforced nylon, fabric braid and wire braid depending on location \_\_\_\_\_

Air connections to end of frame with glad hands \_\_\_\_\_

7 way primary trailer cable receptacle \_\_\_\_\_

Brake relay valve with 5-8 psi crack pressure \_\_\_\_\_

Air dryer: Bendix BW AD-9SI heated air dryer mounted inboard on LH rail \_\_\_\_\_

Air reservoirs: Steel \_\_\_\_\_

Air tank drain valves: cables on all air tanks \_\_\_\_\_

Quick disconnect fitting w/50'of 200 PSI hose for tire inflation \_\_\_\_\_

**Frame And Wheelbase**

Wheelbase: 168" \_\_\_\_\_

Cab-to-Axle: 84" \_\_\_\_\_

Frame: Single (No Exception) 2,592,000 RBM, 7/16" x 3- 9/16" x 11-1/8" heat-treated steel, 120,000 psi yield strength. Outer frame reinforcement is not acceptable due to corrosion between frame rails \_\_\_\_\_

**COMPLY**  
**Yes   No**

24" Integral Front Frame extension factory installed with inner frame reinforcement for snow plow at front suspension (No Exception) \_\_\_\_\_

Rear overhang: adequate amount to allow body installer to cut any excess back to a custom measurement for installation of body. No body installations requiring the addition of rear frame beyond factory standard will be accepted. Bidder to provide unladen frame height \_\_\_\_\_

Wiring standoffs to suspend wiring and air lines away from frame \_\_\_\_\_

End of frame: Square-cut \_\_\_\_\_

Rear suspension cross member: standard heavy-duty C-channel \_\_\_\_\_

**Chassis Equipment**

Front bumper: 14" X 3/8" chrome steel or custom for snow plow mounting \_\_\_\_\_

Front two hooks: two-frame mounted \_\_\_\_\_

Front license plate bracket: included \_\_\_\_\_

Clear frame rails from back of cab outside frame rails LH for hydraulic tank \_\_\_\_\_

Clear RH frame rail for 80 gallon wet system tank \_\_\_\_\_

Chassis Fasteners: Grade 8 threaded Hex \_\_\_\_\_

**Fuel Tanks And Equipment**

Left hand fuel tank: 60 gallon, must be constructed of aluminum to preclude exterior corrosion and interior fuel contamination \_\_\_\_\_

Fuel tank: 25" diameter \_\_\_\_\_

Fuel tank and band finish: Stainless Steel fuel tank straps \_\_\_\_\_

Fuel tank orientation: forward mounted under cab \_\_\_\_\_

Fuel tank cap: standard, non-locking \_\_\_\_\_

Fuel/water separator: Alliance with heated bowl and primer pump \_\_\_\_\_

Fuel system: "Equiflo" inboard fuel supply and return system designed to maintain a constant fuel temperature \_\_\_\_\_

Fuel hoses: High temperature reinforced nylon \_\_\_\_\_

**Front Tires, Hubs And Wheels**

Front Tires: 315/80R x 22.5 20 Ply \_\_\_\_\_

Front Hubs: Conmet pre-set bearing iron \_\_\_\_\_

Front Wheels: Accuride model 29039 5-hand hole 5.75 inset 10-bolt hub-pilot 22.5" x 9.00" steel disc \_\_\_\_\_

**COMPLY**  
**Yes No**

Front wheel nuts: Securex hub-pilot with flat flange

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**Rear Tires, Hubs And Wheels**

Rear Tires: 11R22.5 16-ply Mud and Snow

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Rear hubs: Conmet pre-set bearing iron

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Rear wheels: Accuride model 28828 2-hand hole 10-bolt hub-pilot 22.5" x 8.25" steel disc wheel

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Rear wheel nuts: Securex hub pilot with flat flange

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**Cab Exterior**

Cab: 110" BBC conventional severe service galvanized steel cab, extra bonded gussets and reinforcements for strength, stainless steel cab skirt, riveted cabs are not acceptable, two-piece heated windshield, adjustable double sealed doors with concealed forged steel hinges, flush paddle-type door handles, 90 degree tilt fiberglass hood and split fenders with splash shields that lift away from the engine compartment when the hood is tilted. Entry and egress shall be made via a 3-point system consisting of self-cleaning non-slip steps and a minimum of (2) grab handles on each side for the operator and passengers to utilize, one on the inside of the door, and one on the cab exterior to the rear of the door. The steps are to be a minimum of 4" wide and the grab handles must be large enough to be safely grasped by one wearing heavy-duty work gloves. Total cab dimensions shall not be less than 79" width at shoulder level. Cabs with raised, fiberglass or "bubble" roofs are not acceptable

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Cab mounts: air

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Stainless steel sill plates

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2" Fender extensions

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Grab handles: LH/RH exterior with LH and RH interior grab handles

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Grille: Bright finish mounted stationary

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Non removable bug screen mounted behind grille

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Hood: Fiberglass

\_\_\_\_\_

Sun visor: Exterior composite

\_\_\_\_\_

Air Horn: Hadley SD-978 26" dual base rectangular

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Horn shields: dual

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Electronic horns: dual

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Key and Lockset: 3 keys and all door/ignition locks keyed the same

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Headlights: single rectangular sealed beam with bright bezels

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Marker lights: aerodynamic LED

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Stop/tail/turn LED lamps at end of frame

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**COMPLY**  
**Yes No**

Turn signal: one set mounted in headlight cluster and one square set LED mirror mounted	_____	_____
Primary mirrors: West coast dual stainless steel with heater LH&RH remote	_____	_____
Mirror Mounting: mirrors mounted on doors	_____	_____
Mirror Width: 102"	_____	_____
Auxiliary mirrors: 8"convex bright finish mounted under primary mirrors both sides with separate adjustment	_____	_____
RH down view mirror	_____	_____
Lower RH door window with Fresnel lens	_____	_____
Rear window: tinted safety glass 17.5" X 35"	_____	_____
Door windows: tinted with lowered bottom beltline for increased sideward visibility	_____	_____
Door window regulators: LH & RH electric	_____	_____
Windshield glass: two piece tinted curved gasket mounted, heated	_____	_____
1.5 gallon windshield washer reservoir mounted under cab with remote fill	_____	_____
<b><u>Cab Interior</u></b>		
Interior Level: Gray vinyl interior	_____	_____
In cab wiring and interface connectors, with bolt-in pass-through plate in cab floor	_____	_____
Body builder connections are to be inside cab	_____	_____
Automatic self-reset circuit breakers in main dash power distribution box	_____	_____
Circuit breakers/fuses in auxiliary power distribution boxes	_____	_____
Multiplex wiring except for dash gauges is not acceptable	_____	_____
Interior convenience package with upper storage compartments	_____	_____
Forward roof mounted console with two way radio provision	_____	_____
LH upper door trim: molded door panel	_____	_____
RH upper door trim: molded door panel	_____	_____
Ash tray and lighter: dash mounted	_____	_____
Map pockets: LH and RH	_____	_____
Glove box with locking door	_____	_____
Dash mounted 12 Volt power supply	_____	_____

**COMPLY**  
**Yes No**

Cup Holder: 1 dash mounted	_____	_____
Air conditioning	_____	_____
Main heater/vent control: Main HVAC with recirculation switch	_____	_____
HVAC ducting with snow shield for fresh air intake	_____	_____
Heater plumbing: standard with ball shut off valves at supply lines	_____	_____
A/C compressor: Denso compact heavy duty	_____	_____
A/C condenser: radiator mounted	_____	_____
A/C plumbing; binary control with R134A refrigerant	_____	_____
Cab Insulation package	_____	_____
12V negative ground electrical system	_____	_____
Interior lights: center-mounted dome light and cab entry courtesy lamps mounted in door kick panels, forward roof mounted console	_____	_____
Cab door locks: electric	_____	_____
Driver seat: Premium series high-back air suspension with adjustable lumbar support and arm rests	_____	_____
Passenger seat: (2) two man with tool box	_____	_____
Driver and passenger seat covers: Mordura cloth	_____	_____
Seat belts: 3-point adjustable d-ring retractor for outboard seating positions, 2 point center	_____	_____
Steering column: tilt and telescopic	_____	_____
Steering wheel: 18"	_____	_____
Interior sun visors: standard driver and passenger	_____	_____
5lb. Fire Extinguisher	_____	_____
Triangular Reflector Kit	_____	_____
<b><u>Instrument Panel And Controls</u></b>		
Gauge package: Star convex glass covered gauges with bright bezels	_____	_____
Drive instrument panel: Royal rosewood with individual motorized gauges	_____	_____
Dash center panel: With hinged access panels	_____	_____
Dash side panel with circuit breaker access	_____	_____

**COMPLY**  
**Yes No**

Data Star warning lamp/light bar display	_____	_____
Low air pressure warning: light and buzzer	_____	_____
Air system pressure gauge: 2" primary and secondary gauges	_____	_____
Air restriction indicator: dash mounted	_____	_____
Cruise control: mounted center dash switch panel	_____	_____
Starter control: key-controlled, no push button	_____	_____
Diagnostic Interface connector: 9 pin SAE J1939 located below dash	_____	_____
2" Fuel level gauge	_____	_____
2" Voltmeter	_____	_____
2" Coolant temperature gauge	_____	_____
2" Transmission temperature gauge	_____	_____
Hour meter: integral with tachometer	_____	_____
2" Engine oil pressure gauge	_____	_____
Outside air temperature with Fahrenheit display included in Data Star display	_____	_____
Radio: AM/FM WB stereo with front auxiliary input	_____	_____
Radio speakers: four (4)	_____	_____
Power and ground wiring for two way radio mounted on overhead console	_____	_____
Radio antenna: LH front a-pillar mounted	_____	_____
Speedometer: electronic, MPH scale	_____	_____
Tachometer: electronic 3000rpm	_____	_____
Windshield wiper control: Electric 2-speed with variable intermittent settings, switch mounted on dash with separate washer/wiper switch	_____	_____
Marker light switch with headlight switch and terminals for customer furnished snow plow lights and turn signals, connections at front bumper	_____	_____
(1) Dash mounted PTO switch with indicator lamp	_____	_____
6 marine grade extra switches 20 amp, on dash, wire routed to back of passenger seat with indicator lights	_____	_____
Parking brake system: 2-valve system with warning indicator	_____	_____

**COMPLY**  
**Yes**   **No**

Trailer hand control valve \_\_\_\_\_

Turn signal switch: non-canceling with brake overriding stop lamps \_\_\_\_\_

Adjustable tilt and telescoping steering column \_\_\_\_\_

Pacific insight electronic flasher \_\_\_\_\_

Backup alarm 87 DB to 112 DB automatic self-adjusting \_\_\_\_\_

**Paint**

Paint type: One color solid \_\_\_\_\_

Paint color A: WHITE/ RED STRIPES Base coat/clear coat to be selected from color chart \_\_\_\_\_

Paint design: Standard \_\_\_\_\_

Chassis color: Black Polyurethane \_\_\_\_\_

Bumper color: Black \_\_\_\_\_

Front Wheel color: Powder coat white N0006EA \_\_\_\_\_

Rear Wheel color: Powder coat white N0006EA \_\_\_\_\_

**Service and Repair**

In order for the borough to facilitate maintenance and repair of this vehicle, the bidder must maintain a full service and parts facility capable of performing all preventative maintenance, warranty repair, and major repair to the vehicle being bid \_\_\_\_\_

Should the borough require expedited or emergency vehicle service, the bidder shall supply the name and telephone number and/or cell number of the contact who can be reached (5) days a week to coordinate this service. The bidder must provide a statement containing this information, along with the location of the service facility to be used, the service and parts hours provided, and the approximate distance in mileage from the owner's location. This shall include towing the vehicle, if necessary \_\_\_\_\_

In addition, any dealer outside the State of New Jersey will be responsible to reimburse the borough for any tolls incurred by any and all vehicle (including those used to pick up drivers, etc.) involved in transporting vehicles for warranty work during the entire warranty period. This shall include repairs for engine, transmission and rear axles in addition to all other components \_\_\_\_\_

**COMPLY**  
Yes No

**Manuals/ Warranty**

**The end unit will be delivered with the following items:**

- (1) Fire Extinguisher, interior mounted \_\_\_\_\_
- (1) Complete set of all fluid filters, air filters and belts for engine, transmission, final drives, mounted equipment, optional equipment, and all accessories that have replaceable filters. Two gallon container of DEF fluid \_\_\_\_\_
- (1) Complete set of mechanics "shop", service and troubleshooting manuals for chassis, engine, transmission, optional equipment, mounted equipment, final drives and accessories, including hydraulics and wiring diagrams. Service manuals must be of softbound book type or CD ROM \_\_\_\_\_
- (1) Complete set of "shop" Parts manuals for chassis, engine, transmission and final drives, optional equipment, mounted equipment and accessories, including wiring diagrams. Parts manuals must be of softbound book type or CD ROM \_\_\_\_\_
- (2) Sets of Manufacturers, Line Setting Sheets for chassis, mounted equipment, and optional equipment \_\_\_\_\_

**Warranty samples to be included in the bid package**

**Successful bidder will supply at least 1 hour of operation, maintenance and service training for the engine, transmission, body and related support systems for the vehicle. Training must be completed at delivery of the truck**

**SPECIFICATIONS FOR DEHART/FLO 'N DUMP UNIBODY  
ALL STAINLESS STEEL OR EQUAL**

COMPLY  
Yes    No

**Intent**

It is the intent of these specifications to describe a multi-use heavy-duty stainless steel dump body. This dump body shall have a telescopic hoist and an integral longitudinal conveyor built into the floor for conveying and/or spreading ice control materials, chips for seal coating, asphalt or shoulder material

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Since the body will be working in very demanding and adverse conditions, and to thus prevent obtaining an unproven proto type body of a similar design, the manufacturer shall have been in continual production of this specific type of body for a minimum of 10 years. The manufacturer shall also have built a minimum of 1000 such units; and shall provide to the bidder a list of customers that includes names and phone numbers of a list of 50 different customers. These customers shall have working experience with the proposed model being bid, with a minimum operation time of at least 3 years. Product must be from original design manufacturer

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**Body**

The overall length of the dump body shall be 10 ft. It shall have a struck capacity of 8 cubic yards without sideboards

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The straight vertical sides of the body shall be made of 10 Ga. 304 Stainless steel. The top of the sides shall be boxed with a "C" section closure and full welded. The boxed top rail shall be 5" deep and 6" wide. The corner post shall be made from 10 Ga. 304 Stainless steel and be 5-1/2" deep and 16" wide. It will run full depth from the top of the gate to the bottom of the longitudinal and be full welded. The sides are supported by vertical gussets that are 4-1/2" deep, 7-1/4" wide and full welded. The bottom of the sides will have a 45 degree sloped rub rail that is 5" wide

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The tailgate shall be constructed of 10 Ga. 304 Stainless steel. There shall be two vertical interior gussets 5-1/2" wide, 3-1/2" deep and full welded. There will be a dirt shedding boxed horizontal top rail running full width that is 6-1/2" x 4" and full welded. The upper tailgate hinge bracket shall be incorporated into the rear corner post to give the appearance of the tailgate and hinge assembly being the same height as the rear corner post. The bottom horizontal rail shall be full width and sloped 45 degrees

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The flat horizontal floor shall be 84" wide and constructed of 1/4" 304 Stainless steel. The floor shall be so designed and constructed that it will not have any underbody crossmember bracing. There shall be a double bar flight chain conveyor in the center of the floor running the entire length of the body. The floor shall be formed in the center to fully cover the chain links. The floor shall be supported by formed 1/4" 304 Stainless steel trapezoidal longitudinals that span the entire length of the body. The inside wall of the trapezoidal longitudinals shall form the sides of the longitudinal conveyor

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**Conveyor Hood**

The conveyor hood is mounted in a rear opening of the tailgate of the dump truck body. It shall be capable of being shifted to a forward-extended position covering the rear end of the conveyor and to a rearward retracted position where a flat straight front face of the conveyor hood is flush with an inner face of the tailgate. A horizontally revolving feedgate is not acceptable

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**COMPLY**  
**Yes No**

The gate latch shall be made of 1/2" stainless steel and have a 1-1/4" pin. There will be threaded rod adjustments and have two yokes with 5/8" pins. The stainless steel gate handle shall be supported by two angle irons 1/4" x 2" x 3" with a 1-1/4" rod. This handle will have a safety chain with a ring that will slide over the handle. All moving joints shall be equipped with accessible grease fittings

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**Doghouse**

To position more of the load toward the front of the truck and leave less open space between the cab and the body, the body shall have a 10" deep by 13-1/4" wide lift cylinder doghouse. The body must be able to be mounted with no more than 5" between the cab and the front body panel

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**Conveyor**

For ease of dumping operations, even tailgate spreading of aggregates, (i.e. spreader apron, side discharge, or stone spreader) - the conveyor shall end flush with the rear of the body and shall not extend past the tailgate of the unit

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When the conveyor chain is moving material toward the rear of the body, the material shall be fed through the doghouse opening in the tailgate. This movement of material through the tailgate shall be used for conveniently charging attachments such as paving hoppers and cross conveying shoulder machines. The rear of the floor and rear conveyor shall have no openings by which material shall pass through before it moves rearward through the doghouse in the tailgate. The rear of the floor and rear conveyor shall seal tight against the tailgate and doghouse in the tailgate when the coal door is closed. This tight seal shall eliminate any material leaking out of body

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The conveyor shall feed material rearward through the coal door of the tailgate. For overall high strength and structural integrity of the unit, the 34" wide conveyor shall be an integral part of the body. The conveyor chain shall run on a 1/4" 304 Stainless steel conveyor bedplate. The inside face of the trapezoidal longitudinal shall be constructed of 1/4" 304 Stainless steel and also be the side of the conveyor

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The dump body floor shall be so formed that it fully covers the 667XH pintle chain links. The bar flight shall be 1/2" x 1-1/2" and welded to every link

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The bedplate of the conveyor shall be made of 1/4" 304 Stainless steel

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The conveyor shall be powered by one 6:1 ratio spur gearboxes mounted to one side of the 2" drive shaft. The gearbox shall be powered by a hydraulic motor

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**Drive Assembly Cover**

Shall be bolted in position easily detached to allow for ease of maintenance of rear drive assembly

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**Spinner**

The spinner disc shall be made of 10ga carbon steel and be 24" in diameter. It shall have 6 formed vanes. There shall be a moveable, 2-piece round spinner deflector that is hinged at a 180° radius to allow both halves of the deflector to be adjusted for spread pattern control. The disc shall be mounted to an "L" shaped arm. This arm shall be pin mounted in tubing, which will be mounted to the chassis of the truck. This "L" arm shall have 2 positions; one under the conveyor to receive material, the other position will be stowed under the truck chassis

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**COMPLY**  
**Yes No**

**1/2 Cab Shield**

There shall be a 1/2 cab shield supplied made of 10 Ga. 304 Stainless steel. The 1/2 cab shield shall extend 22-1/2" from the front of the body

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**Telescopic Hoist**

The hoist shall be of telescopic design, double acting and have a trunion mounting. The trunion mount shall have a 1-7/8" pin. Capacity shall be 20 tons

\_\_\_\_\_

It shall be designed to operate up to 2500 PSI and shall be self-bleeding. It shall have 1/4" wall construction with bronze glands and pistons to assure a smooth and durable bearing surface. Each cylinder shall be internally sealed. The inside seals shall have a U-cup design made of nitril packing

\_\_\_\_\_

The piston rod shall be machined from ASI 4140 and nitrated using the QPQ method to establish the following mechanical properties:

Surface Hardness      Rockwell C60-C65

\_\_\_\_\_

Surface Finish      RMS 20 (using ASTM B117 salt spray). Approximately 7% surface area corrosion in 88 hours (or 10 times better than hard chrome plating)

\_\_\_\_\_

Fatigue Strength      Approximately 80% to 100% increase using QPQ as compared untreated sample

\_\_\_\_\_

**Hydraulic Control**

To operate the unit as a spreader, there shall be two variable speed hydraulic cab controls mounted in the cab. One control knob will govern the conveyor speed and the other will govern the spinner or shoulder conveyor speed

\_\_\_\_\_

**Cover Plate**

There shall be a cover plate over the conveyor made of 7GA. Carbon steel. This plate will slide into position over the conveyor and then be bolted in place at the rear of the body

\_\_\_\_\_

**Combination Drive System**

The conveyor shall be reversible. The conveyor chain shall be pulled to the front of the body by a gearbox drive assembly installed at the front of the conveyor and convey material to the front of the body through the front shield housing. The conveyor chain shall be reversed by a hydraulic reversing valve which shall enable the conveyor chain to be pulled to the rear of the body by a rear mounted gearbox drive assembly and convey material to the rear of the body through the coal door of the tailgate. At no time shall the conveyor chain be pushed toward the opposite end of the body that the gearbox drive assembly is mounted to

\_\_\_\_\_

**Lighting**

All lights to be L.E.D.

\_\_\_\_\_

Meyer Saber plow lights in hood

\_\_\_\_\_

Additional stop/tail/turn in rear post

\_\_\_\_\_

Spreader light at rear

\_\_\_\_\_

Amber strobes in rear posts

\_\_\_\_\_

**COMPLY**

**Yes**   **No**

(4) Amber strobes in cab shield

\_\_\_\_\_

**Miscellaneous**

Full auto electric hot tarp

\_\_\_\_\_

Windshield wiper vibrators (shakers)

\_\_\_\_\_

Drivers side stainless fold-out ladder

\_\_\_\_\_

Stainless stone guards on frame

\_\_\_\_\_

Anti-sail mud flaps

\_\_\_\_\_

15-ton pintle hood with lunnettes

\_\_\_\_\_

7-prong trailer light plug

\_\_\_\_\_

Air glad hands at hitch plate

\_\_\_\_\_

Oak side boards

\_\_\_\_\_

## CENTRAL HYDRAULIC SYSTEM

Must have live power drive & run all functions simultaneously

COMPLY

Yes    No

### Pump & Hot Shift PTO

Hot shift PTO shall be provided for automatic transmission as required for compatibility with chassis specification. It shall be a heavy duty/two gear type made for direct mounting of hydraulic pump of the "Hot Shift" type. A momentary contact switch shall be provided to override the float safety switch. The hydraulic pump shall be a heavy duty, close coupled, gear type with a delivery of minimum 20 GPM @ 2000-2400 RPM and 1000 PSI. Pump to be mounted integral to pump drive assembly. Air shift control

\_\_\_\_\_

### Control Valves

Shall be sectional body directional control valves. Valves shall have a capacity of 30 GPM with a continuous operating work pressure of 3500 PSI. Working pressure of this system shall not exceed 1800 PSI. Valve must have enough sections for dump body (up/down); plow lift (up/down); plow angle (left/right) and power beyond for spreader system as required by using agency. Valve bank to be mounted on outside frame rail within enclosure described elsewhere with push-pull cables for in-cab control

\_\_\_\_\_

### Dual Flow Control Valve

The spreader valve shall have an on/off lever and (2) adjustable control knobs each with 10 (minimum) detent positions. A built-in relief valve shall be incorporated to protect the spreader motors. This relief valve shall be set to operate at 1500 PSI (maximum pressure). The spinner flow has priority over the auger flow, i.e., should pump flow decrease below combined flow settings, spinner flow will remain constant and auger flow will decrease. A "dump" valve is used to divert the entire pump flow to the tank when spinner and auger flow are not desired, thus eliminating readjustment of spinner and auger flows. Additional Morse control lever for spreader reverse

\_\_\_\_\_

### Push Pull Cables, Controls & Console

Shall be Morse (or equal) single axis remote valve control and be installed to operate all control valves. Cable shall be marine low friction construction with Teflon and nylon wear surfaces, all stainless steel 5/16" diameter rod with stainless steel support tubes and inner members. Must be rated with load capacity of 400 lbs. or more and have a minimum bend radius of 5 inches. Stainless steel cable to be totally bonneted and weather proof at valve connection. The control head has a compact die cast housing which need not be disassembled to attach the cable. These controls shall be mounted in a heavy duty customized console of steel or aluminum construction. The dual flow control valve for spreader operation shall be fully enclosed in a floor mounted console box and have no hydraulic hoses exposed in the cab (NO EXCEPTIONS). The control valve shall be within easy access of the driver

\_\_\_\_\_

### Hydraulic Lines & Fittings

Pipes, hoses and fittings shall be of adequate capacity to accommodate the volume of oil without undue heating. The low pressure suction line hose from the tank to the pump shall be of sufficient size to supply the volume of oil required by the pump so as not to have cavitation. All suction and return lines shall be spiral wire reinforced. All high pressure hose from pump to valve and valve to operating cylinders shall be of sufficient size to allow free flow of oil so as not to cause back pressure. All high pressure hose shall be two (2) wire braid reinforced 9S.A.E. 100(2) and must have swivels at ends for easy removal. All fittings shall be of sufficient size to reduce turbulence in the system and premature oil breakdown. Hose shall be as recommended by SAE standards. All fittings installed in hydraulic system shall provide a 4 to 1 safety factor over maximum operating pressure. Hydraulic lines shall be routed to minimize interference with

equipment and chassis components eliminating periodic servicing. Appropriate support brackets, grommets, chafing gear and ty-raps shall be provided to protect lines from abrasion cutting and impact damage. Maximum distance allowed between support clamps shall be 24". Hydraulic hoses shall not be installed near manifolds or exhaust pipes so as to be affected by extreme heat

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### **Quick Connectors**

Both male and female ends must be protected by dust caps and dust plugs. Snow plow hydraulic lines terminated at the front of the vehicle shall have Aeroquip heavy duty series (minimum), size 8 male and female to provide easy assured hookup while under system pressure. Spreader hydraulic lines shall be terminated at the rear of chassis frame and have Aeroquip male and female type couplings. All quick disconnects are of the "bulkhead mount" type and shall be mounted as such, on steel plates. (Loose hose ends are not acceptable)

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### **Hydraulic Oil Reservoir**

Shall be 30 gallon minimum capacity to assure efficient performance, and be equipped with a primary strainer and baffle. Tank to be fabricated from welded construction with a 2 1/2" minimum diameter filter neck and hand removable vented cap. A magnetic cleanout plug shall be installed at the side or bottom of the tank. Tank accessories shall include a 5" graduated visual sight gauge; primary strainer; filler breather cap., a 20-micron (min.) return line replaceable filter with condition indicator gauge. A float switch shall be provided in tank to monitor oil level and disconnect PTO in the event of oil loss. The oil tank must be mounted to the chassis frame with removable straps, a solid base and painted chassis black. The back and sides of the tank shall be extended to form an enclosure for the control valve with the lid forming the top and front of the enclosure. The valve shall be mounted to the tank top and connected to bulkhead fittings in the sidewalls by short jumper hoses. Control cables shall be routed into the valves box thru grommet holes. All hydraulic hoses run on the chassis shall be connected to the outside of the enclosure thru the bulkhead fittings

---

**THE TRUCK HITCH TO BE OF THE FOLLOWING SPECIFICATIONS**

**COMPLY**  
**Yes    No**

Custom, to allow 90% tilt of truck hood. Plow lights mounted on hood.		_____	_____
Upright lift frame beam	4" x 4" x 13 lb wide flange	_____	_____
Upright adjustable plate	1/2" x 6" x 28" tapered plate, with ten adjusting holes and equipped with two 1" B.H. rivets	_____	_____
Top Plate	3/8" x 6 1/2" x 25" long formed plate angle	_____	_____
Lift ram support angle	4" x 4" x 1/2"	_____	_____
Bottom support plate	Formed "Z" section, 3/8" x 5 1/2" x 8" x 6"	_____	_____
Horizontal wide flange	4" x 4" x 13 lb. wide flange	_____	_____
Hinge shackles	1/2" x 8" x 4" equipped with 1 1/4" x 7" B.H. hinge pins with cotter pins on 21" centers	_____	_____
Adjustable extension	Formed channel, length as required and to provide six (6) adjusting holes with 3/4", 1 3/4" high tensile corrosion resisting bolts, hex nut, locking washers	_____	_____
Oscillating bar	2 1/4" diameter x 11 1/2" long with 1/2" steel plate shroud	_____	_____
Connecting pin	1" x 1" B.H. rivet with tapered point cotter pin and washer	_____	_____
Axle clamp	1/2" x 6" inside horizontal diameter x 6 1/2" inside vertical diameter formed plate angle with serrated locking pads	_____	_____
Shroud	1/2" x 4 1/2" plate double welded	_____	_____
Hook bolts	3/4" x 12" with serrated lock block and elastic stop nuts	_____	_____
Bumper angle	4" x 6" x 1/2" angle with 1/2" x 4" x 4" shackles	_____	_____
Lift arm	The lift arm to be 9-7/8" wide at rear, 4" wide in the front, 20-3/4" long (C to C of holes) constructed of two 1/2" x 2 1/2" bars with ten 10 gauge steel plate at the top	_____	_____

**Quick Hitch**

The entire assembly shall be designed to allow ample raising, lowering and oscillation of the plow and shall at least meet the following minimum.

**Degree of Flexibility:**

Raise	32 degrees for transport clearance	_____	_____
Lower	12 degrees for blade wear and road surface irregularities	_____	_____
Oscillation	15 degrees total to left heel of plow during transport and conform to road surface irregularities	_____	_____

Permissible Misalignment in hitching: Loop at rear of plow can be high or low through a range of six (6) inches. Truck can be right or left of center through a range of seven (7) inches

\_\_\_\_\_

# VIKING/CIVES CUSTOM REVERSIBLE PLOW OR EQUAL

**COMPLY**  
**Yes No**

## **Moldboard**

Top edge must have a full length built-in snow deflector. It must extend forward beyond the cutting edge a minimum of 12". Will be 10' long and 36" high. Must not be less than 10 gauge HR sheet. The moldboard must be brake formed to a series of panels for additional rigidity; smooth moldboard unacceptable. Will have a box break of the same material at the top edge for additional rigidity. Will be provided with six (6) one piece 3/8" plate ribs. Will be equipped with two (2) 25 degree moldboard shoes made of abrasion resistant steel (minimum Brinell 360)

\_\_\_\_\_

## **Cutting Edge**

Must be of abrasion resistant steel, minimum C-1085 or equal. Must not be less than 1/2" thick by 6" wide and 10' long. Must be bolted to the plow for easy replacement with 5/8" x 2-1/2" grade 5 carriage bolts and locknuts on 12" centers and be reversible for double wear

\_\_\_\_\_

## **Cutting Edge Reinforcement**

Must not be less than 5" x 3-1/2" x 1/2" steel angle with 1/2" steel angle with a minimum of eight (8) 1/2" steel plate gussets electrically welded to the framework

\_\_\_\_\_

## **Power Reverse**

Must consist of two (2) 3" x 14" double acting cylinders. Shall have a cushion valve to protect cylinders

\_\_\_\_\_

## **Power Reverse Locking Pin**

Must consist of a main drive member of 7" x 4" x 3/8" structural tube with two full length 3/8" plate gussets on each side. Locking and unlocking is accomplished by a sliding drive member of 6" x 3" x 3/8" tube fitted inside the 7" x 4" x 3/8" structural tube retained by a 1" diameter stainless steel pin. A 9/16" diameter alloy wire extension spring is used to pull the main drive member, containing a 1-1/4" x 2" Baldwin Nichroloy removable locking pin, into the 7 position slotted locking plate. Additional locking force is applied by the pushing action of the plow. Unlocking and reversing force is applied by two (2) 3" bore x 16" stroke single acting hydraulic cylinders

\_\_\_\_\_

## **Reversing Frame**

Shall consist of two (2) truss members, a main drive frame angle, pivot frame and oscillating drive bar. The truss members shall be from 4" x 3" x 3/8" angle and the main drive angle shall be from 6" x 4" x 1/2" angle. Two (2) additional pieces of 4" x 3" x 1/2" angle shall be electrically welded perpendicular to the main drive angle connecting with the truss members so to form a rigid structure. Three (3) hinge points of 1/2" plate shall be provided for pinning the moldboard to the driveframe, over an 80" span. Three (3) 1/4" pins shall pin the moldboard to the driveframe. An index guide cut from 1/2" steel plate shall be welded at the apex of the two (2) truss members

\_\_\_\_\_

## **Trip Mechanism**

Shall be of the enclosed canister design. The canister shall be 30-1/4" long and 6" diameter. Enclosed within the canister shall be two (2) compression springs, 26" long made from alloy spring wire. One spring shall be 5 3/8" O.D. x 3 7/8" I.D. and the other spring shall be 3 3/8" O.D. x 2 1/8" I.D. The main trip rod shall be made from 1 3/8" cold rolled steel, 27 1/4" long with a yoke threaded to one end for attaching to the moldboard. A recoil spring shall be placed on the trip rod between the yoke and canister housing. The canister shall pivot on two (2) 1 1/4" journals. Two (2) trunnion plates of 1/2" plate shall carry the canister and in turn be bolted to the driveframe in such a manner as to be movable for cutting edge adjustment

\_\_\_\_\_

COMPLY

Yes    No

Adjustable Mushroom Shoes

\_\_\_\_\_

Rubber deflector is to be provided on moldboard

A 4" double-acting snow plow cylinder shall be provided. The snow plow plowing angles shall be 35 degrees, 28 degrees, and 21 degrees

\_\_\_\_\_

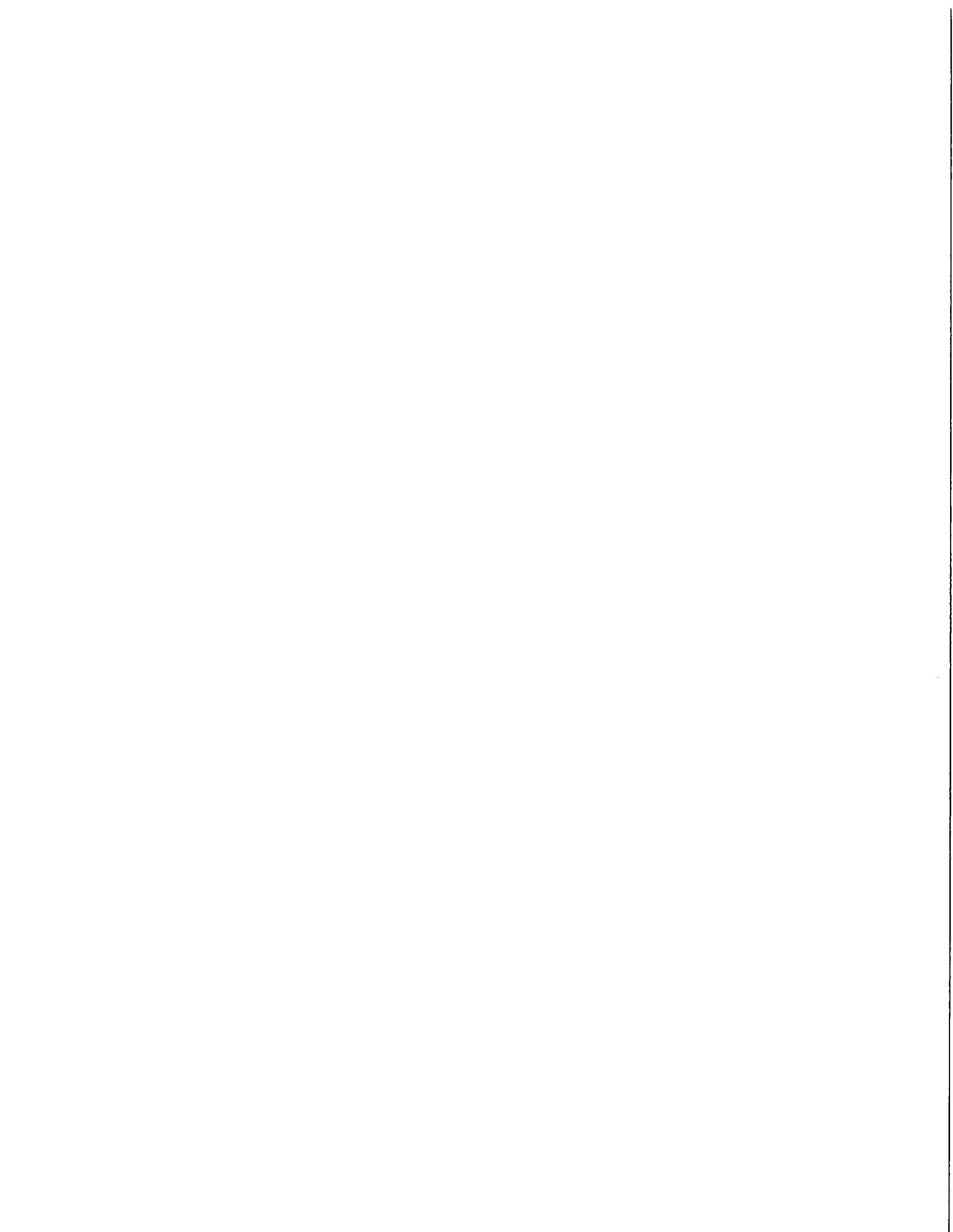
Rubber Cutting Edge: To be installed behind steel edge

\_\_\_\_\_

## DUMP BODY AND HYDRAULIC HOIST CHECK LIST

All items must be answered in detail in order that the Borough officials can make a fair judgment of all the bidders equipment offered.

Type of welding on body.....	Continuous	_____
.....	Intermittent	_____
Overall width of body.....	Inches	_____
Inside length of body.....	Inches	_____
Inside width of body.....	Inches	_____
Are sides one piece?.....		_____
Height of side.....	Inches	_____
Height of ends.....	Inches	_____
Capacity, water level.....	Cubic Yards	_____
Thickness of floor.....	Inches	_____
Is floor one piece?.....		_____
Yield strength of floor.....	Lbs	_____
Chemical composition of floor.....	C _____	
	MN _____	
	P _____	
	S _____	
	SI _____	
	CU _____	
	NI _____	
	V _____	
	CR _____	
Thickness of sides.....	Gauge	_____
Yield strength of sides.....	Lbs	_____
Chemical composition of sides.....	C _____	
	MN _____	
	P _____	
	S _____	
	SI _____	
	CU _____	
	NI _____	
	V _____	
	CR _____	
Will sand deflector plates be supplied?.....		_____
Explain in detail how heat passes through body.....		_____



Rubrail width.....	Inches	_____
Is top flange fully boxed?.....		_____
Top flange width.....	Inches	_____
Thickness of corner braces.....	Gauge	_____
Number of side braces.....		_____
Thickness of side braces.....	Gauge	_____
Size of side braces.....	Inches	_____
Size of gusset plate for sideboards.....	Inches	_____
Type of crossmembers.....	Channel	_____
.....	Box Tubing	_____
Size of crossmembers.....	Inches	_____
Type of longitudinal members.....	Channel	_____
.....	Box Tubing	_____
Size of longitudinal members.....	Inches	_____
Explain in detail how heat is to be diverted into body.....		_____
Height of tailgate.....	Inches	_____
Thickness of tailgate plate.....	Gauge	_____
Type of bracing on tailgate.....		_____
Size of horizontal braces.....	Inches	_____
Size of center braces.....	Inches	_____
Number of center braces.....		_____
Type of hinges on tailgate.....		_____
Type of lower hardware on tailgate/gooseneck drop through pins.....		_____
Is tailgate release lever cast steel?.....		_____
Thickness of chains.....	Inches	_____
Type and material of body hinges.....	Material	_____
.....	Type	_____
Weight of body hinges.....	Lbs	_____

Diameter of body hinge shaft.....	Inches	_____
Type of material of body hinge shaft.....		_____
Length of body hinge shaft.....	Inches	_____
Tensile strength of hoists shafts.....	Lbs	_____
Yield strength of hoist shafts.....	Lbs	_____
Are hoist pivot points supplied with grease fittings?.....		_____
Rear bolster thickness.....	Gauge	_____
Bolster size.....	Inches	_____
Thickness of mud shields.....	Gauge	_____
Type of mud flaps.....		_____
Type of radio.....		_____
Total square area heated directly adjacent to load.....	Square In	_____
Weight of body and hoist only.....	Lbs	_____
Is hoist NTEA rated?.....		_____
Cylinder diameter inside.....	Inches	_____
Cylinder stroke.....	Inches	_____
Piston rod diameter.....	Inches	_____
Piston displacement.....		_____
Piston rod tensile strength.....	Lbs	_____
Piston area.....		_____
Piston rod yield strength.....	Lbs	_____
Hoist capacity net.....	Tons	_____
Maximum angle of dump.....	Degrees	_____
Type of hoist.....		_____

**LIST SIZES OF ALL HYDRAULIC HOSES**

Body up.....  
Body down.....  
Spinner.....  
Auger.....

Spreader return.....  
Plow.....  
Cylinder relief.....  
Spreader valve.....

Type of pintle hook.....  
Is frame extension boxed in?.....  
Type of quick disconnects.....  
Size of snow plow ram.....  
Type of rotating light.....  
Is a safety prop supplied?.....  
Is lighting shade mounted?.....  
Is lighting in plastic conduit?.....

**BIDDERS CHECKLIST FOR ELECTRIC/HYDRAULIC**

Type of switches..... \_\_\_\_\_

Size of electrical box..... \_\_\_\_\_

Are switches illuminated?..... \_\_\_\_\_

Are quick disconnects provided for electrical box?..... \_\_\_\_\_

Number of spreader setting..... \_\_\_\_\_

Is master switch provided for circuit?..... \_\_\_\_\_

Where is auxiliary lighting incorporated?..... \_\_\_\_\_

Are all circuits fused?..... \_\_\_\_\_  
    (a) Amp size of fuse..... \_\_\_\_\_

Pump make..... \_\_\_\_\_  
    Model..... \_\_\_\_\_  
    Capacity @ 1000 R.P.M..... \_\_\_\_\_  
    Capacity @ 1200 R.P.M..... \_\_\_\_\_  
    Capacity @1500 R.P.M..... \_\_\_\_\_

How many inches of vacuum?..... \_\_\_\_\_ Inches

Size of suction line..... \_\_\_\_\_

Length of suction line..... \_\_\_\_\_

Make of hose..... \_\_\_\_\_

How many braids?..... \_\_\_\_\_

Make and model of manifold..... \_\_\_\_\_  
    Size of parts..... \_\_\_\_\_  
    Size of supply holes & return holes..... \_\_\_\_\_  
    How are valves mounted to main manifold? .....

Make and model of adjustable relief sequence valve..... \_\_\_\_\_  
    a) Voltage..... \_\_\_\_\_  
    b) AC or DC..... \_\_\_\_\_  
    c) Type of cartridge control..... \_\_\_\_\_  
    d) Are 2 units in one valve body?..... \_\_\_\_\_

Make and model and type of pressure gauge..... \_\_\_\_\_

Is hydraulic box water tight?..... \_\_\_\_\_

Does piping go through the bottom of the hydraulic box?..... \_\_\_\_\_

Is all valving in one component box?..... \_\_\_\_\_

How much back pressure do valves have?..... \_\_\_\_\_

Solenoid valves.....

- a. Type of system.....
- b. Armature type.....
- c. Does entire valve or end have to be removed?.....
- d. Are **ALL** valves interchangeable?.....

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How is dump body and spreader control valves piped?.....

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How is hoist protected against static intensification?.....

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How is spreader control valve mounted?.....

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How is check valve mounted which reverses the spreader?.....

---

How fast does auger turn when reversed?.....

---

Is there relief circuitry in spreader circuit?.....

---

Size of hydraulic tank.....

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- a. Gauge of tank.....
- b. Gauge of baffles.....
- c. Size of cleanout cover.....
- d. Size of filler screen.....
- e. Size of in-tank strainer.....
- f. Size of suction port.....
- g. Size of return filter (gallons).....
- h. Size of return (square inches).....
- i. Can filter be changed without tool?.....
- j. Is there a bypass in filter?.....
- k. Is there an oil level indicator?.....

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Are all valves removable without removing hoses or fitting?.....

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Is all valving and hydraulics American made?.....

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**CHECK LIST FOR PLOW**

Make and model of plow.....	Make _____	Model _____
Model length at cutting edge.....	Feet	_____
Thickness of moldboard.....	Gauge	_____
Moldboard height at nose.....	Inches	_____
Moldboard height at discharge.....	Inches	_____
Is moldboard smooth or brake formed?.....		_____
Number of vertical ribs.....		_____
Type of material of cutting edge.....		_____
Is cutting edge reversible?.....		_____
What is the Brinell hardness of moldboard shoes?.....		_____
Number of plow positions.....		_____
Number of pivot points on push table.....		_____
Distance between outer two pivot points.....	Inches	_____
Does the snow plow drive frame contain a swiveling bearing plate and drive bar?		_____
If a drive bar and swivel plate is provided, please describe.....		_____
What is the size of the enclosed canister design?.....		_____
How are caster wheel assemblies attached to plow drive frame?.....		_____
Size of caster wheels.....	Inches	_____
Total weight of plow drive frame assembly?.....		_____
If power angling plow is being provided, please provide the following:		
a) What is the size of the two power angling cylinders?		_____
b) Are power angling cylinders double acting?		_____
c) Is power reverse locking pin provided?		_____
d) Describe how power reverse locking pin operates		_____

**BERLIN BOROUGH PROPOSAL PAGE**

**SUPPLY AND DELIVERY OF ONE 2016 WESTERN STAR 4700SF  
CHASSIS WITH DUMP BODY & APPURTENANCES**

The Undersigned as bidder, declares that the only person, persons, company or parties interested in this Proposal are named herein.

The undersigned declares that he has carefully examined each and every item of the annexed form of Contract, Information for Bidders, and the Specifications therein referred to, and that he fully understands the same; and that he proposes and agrees that if this proposal is accepted, he will contract with the borough in the form of the annexed official contract/agreement to provide the system in the manner and within the time therein prescribed.

The prices submitted in the proposal are for the specified services/equipment which shall be complete as specified, delivered at a site specified, placed in operation, and include the cost of the unit complete, including demonstration, Manufacturers Statement of Origin, 1/2 tank fuel, fees and delivery.

\$ \_\_\_\_\_

In Words \_\_\_\_\_

Chassis \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Dump Body \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Snow Plow \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Spreader \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Option: 5 Year 100,000 mile engine warranty to include turbo and injectors & ATD \$ \_\_\_\_\_

Option: 5 Year unlimited mileage transmission warranty \$ \_\_\_\_\_

Option: 5 Year towing warranty \$ \_\_\_\_\_

Exceptions to Specifications \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Exceptions to Delivery \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Full firm name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Signature of Bidder \_\_\_\_\_



**BOROUGH OF BERLIN**

**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

\_\_\_\_\_  
Type or Print Name

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**BOROUGH OF BERLIN**

**CONSENT OF SURETY**

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

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond in  
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

**BOROUGH OF BERLIN**

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

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.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials

Acknowledged by bidder:

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

By Authorized Representative:

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

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

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

**BOROUGH OF BERLIN**

**AFFIRMATIVE ACTION REQUIREMENTS**

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

"Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. 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
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302 provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Subscribed and sworn to before me this

day of \_\_\_\_\_, 2015.

Signature

Name & Title (type or print)

Notary Public of \_\_\_\_\_

My Commission expires:

Date

## **BOROUGH OF BERLIN**

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**BOROUGH OF BERLIN**

**STOCKHOLDER DISCLOSURE**

Check appropriate space:

\_\_\_\_\_ Corporation      \_\_\_\_\_ Partnership      \_\_\_\_\_ Sole Proprietorship

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the state, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership.”

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
1. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class.
1. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
1. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

**BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

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

1. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature \_\_\_\_\_

Date \_\_\_\_\_

IV. 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.

1. NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Signature \_\_\_\_\_

**BOROUGH OF BERIN**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey :  
 : SS  
County of \_\_\_\_\_ :

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 executed the said proposal with  
(title of bid proposal)  
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 Proposal  
(name of contracting unit)  
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 to  
before me this day  
\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of  
My Commission expires \_\_\_\_\_  
(Seal)

**BOROUGH OF BERLIN**

**BID DOCUMENT CHECKLIST**

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
--	--	--

X	Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s).	
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	
N/A	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	
X	A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	

• Failure to submit the following documents may be a cause for the bid to be rejected.  
(N.J.S.A. 40a:11-23.1b)

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
--	--	--

N/A	Public Works Contractor Registration Form	
X	New Jersey "Business Registration Certificate" Form	
X	Background Questionnaire	
X	Debarred List Affidavit	
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	
X	Affirmative Action Requirements	
N/A	Bidder Certificate showing ability to perform contract, pursuant to N.J.S.A. 40A:11-20	
X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	
X	Bid Form	

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

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

By Authorized Representative:

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

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

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

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**BOROUGH OF BERLIN**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**CONSTRUCTION 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 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, gender identity or expression, disability, nationality 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 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying"

members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27\_7.3. 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 business 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 N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) 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:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided 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;

(5) 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 women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, 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 hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority 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 applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) 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 Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union 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. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women 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 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 (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division 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/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.



**BOROUGH OF BERLIN**

**DISCLOSURE OF INVESTMENTS IN IRAN**

In accordance with 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is 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 will render a bidder's proposal non-responsive.** 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 EITHER SPACE:**

\_\_\_\_\_ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the NJ 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 below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

\_\_\_\_\_ I am unable to certify as above because I or the bidding entity and/or one of 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, fines and/or sanctions will be assessed as provided by law.

**Part 2**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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 the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL

ENTRIES, USE ADDITIONAL PAGES.

Name: \_\_\_\_\_ Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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 attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the \_\_\_\_\_ (CONTRACTING AGENCY) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with \_\_\_\_\_ (CONTRACTING AGENCY) to notify the \_\_\_\_\_ (CONTRACTING AGENCY) in writing any changes to the answers of information contained herein. IO that if is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the \_\_\_\_\_ (CONTRACTING AGENCY) and that the contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Bidder/Vendor: \_\_\_\_\_