



COUNTY OF UNION
BID SUBMISSION CHECKLIST

DUMP TRUCKS WITH SNOW PLOWS (12)
BA 65-2015

- _____ 1. Bid Form Page(s)
- _____ 2. Bidder Signature Page – *follow instructions and fill out completely*
- _____ 3. Stockholder Disclosure Certification (2 pages) – *fill out completely and notarize*
- _____ 4. Non-Collusion Affidavit – *fill out completely and notarize*
- _____ 5. Affirmative Action Requirement
- _____ 6. Americans with Disabilities Form
- _____ 7. Disclosure of Investment Activities in Iran
- _____ 8. Copy of a State of New Jersey **Business Registration Certificate (“BRC”)** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 9. Deviation Pages
- _____ 10. Warranty
- _____ 11. Original Manufacturer’s Brochures
- _____ 12. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **October 27, 2015**, at **11:00 a.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

DUMP TRUCKS WITH SNOW PLOWS (12) BA# 65-2015

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 10/06/14
Commodities

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the room noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

All delivery costs (FOB: Union County Ship To Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

Alternate bids will not be accepted unless specifically requested.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

Bidders shall be required to furnish their literature and or samples where feasible and specifications of the items proposed to be supplied along with the sealed bid.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest, responsible, responsive bids. The bid guarantees of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union **MAY** make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto **MAY**, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands **MAY** be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with a proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

9. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

12. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

13. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

14. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
 - 1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
 - 2. A photocopy of your Certificate of Employee Information Report.
 - 3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

15. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

16. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 *et seq.* and N.J.A.C 5:89-5 *et seq.*, which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. 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) aka hazardous substance fact Sheet, must be furnished.

EXHIBIT A

**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**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

INTENT: It is the purpose and intent of this specification to provide for the purchase and delivery of **(12) Dump Trucks with Snow Plows** for the County of Union (The County). The County has evaluated different types of Dump Trucks with Snow Plows and has determined that a 2015 or newer Ford F450 4x4 Cab & Chassis with 3-4 Yard Dump Body and 9' Western Snow Plow with any and all specified accessories and features is best suited for the needs of the County, pertaining to safety, quality, performance, and long term operational costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all bids will be compared. The County reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

EQUIVALENT PRODUCT: Pursuant to N.J.S.A. 40A:11-13 bids will be accepted for consideration on any make or model that is equal to or superior to the Dump Trucks with Snow Plows specified. Decisions of equivalency will be at sole discretion of the County of Union. A blanket statement that equipment proposed will meet or exceed all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal. Bidder must be prepared to demonstrate a unit similar to the one proposed, post bid.

STANDARD: The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The COUNTY OF UNION may consider as "irregular" or "non-responsive" and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the County to make a reasonable determination of compliance to the specification. It will be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES/NO) will cause proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations will be fully described in the appropriate section.

PAYMENT: Payment to Vendor is to be made within Thirty (30) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit indicating account number and encumbrance.

CERTIFICATE OF OWNERSHIP: At time of delivery the winning bidder will provide the following. The manufactures certificate of origin along with a check in the amount of \$60.00 (sixty dollars) payable to NJ-MVC. No other arrangements or considerations will be accepted. Vendor **MAY NOT** hold Certificate of Origin until payment is received.

DELIVERY TIME: MUST BE WITHIN **45** days of awarding the bid.

DELIVERY: Will be to Union County Motor Vehicles Complex, 79 W. Grand St., Elizabeth, NJ 07202. Hours of operation are 7:30 AM to 4:00 PM Monday thru Friday. Delivery may be scheduled by contacting Motor Vehicles at (908) 659-7470 or (908) 659-7474.

OPTIONS: In the case of a discrepancy/contradiction between the standard equipment and the optional equipment specified, the optional equipment indicated shall always prevail.

OPEN END CONTRACT: It is the intent of the County to purchase, at minimum, TWELVE (12) pieces of the specified item. However, there may emerge a need for one (1) additional dump truck in the twelve month interval after the signing of the contract. There shall be no expressed guarantee of any future purchases and the County shall not hold supplier at fault for increases in the manufacturer's suggested retail pricing or a model change by the manufacturer that will cause the supplier to renege on future purchases.

OPEN ENDED CONTRACT: PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE FOR AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER TO BE PURCHASED IS TWELVE (12) AND THE MAXIMUM MAY BE UP TO THIRTEEN (13) DUMP TRUCKS.

OTHER: Operator, Parts and Service Manuals must be provided by vendor. Submit two copies of literature on the equipment being bid on. Total price to include all items listed in the specifications, freight, preparation, options, warranties and delivery.

SPECIFICATIONS

2015 or newer FORD F450 Regular Cab & Chassis DRW with 141" wheel base and 60" C/A XL

The following are a list of standard features and considered part of the base vehicle price.

Engine: 6.8L 3-Valve SOHC EFI V10	Radio: AM/FM Stereo w/Digital Clock
Transmission: TorqShift 5-Speed Automatic	Vinyl 40-20-40 Split-Bench Front Seats
4.88 Axle Ratio	4-Way Driver Seat -inc: Manual Recline,
Transmission w/Oil Cooler	4-Way Passenger Seat -inc: Manual Recline
Manual Transfer Case	Manual Tilt/Telescoping Steering Column
Part-Time Four-Wheel Drive	Gauges
78-Amp/Hr 750CCA Maintenance-Free Battery	Temp, Engine Hour Meter and Trip Odometer
175 Amp Alternator	3 Person Seating Capacity
Towing w/Harness	Front Cupholder
9651# Maximum Payload	Manual Air Conditioning
GVWR: 16,500 lb Payload Package	Glove Box
HD Shock Absorbers	Interior Trim -inc: Chrome Interior Accents
Front And Rear Anti-Roll Bars	Full Cloth Headliner
Firm Suspension	Urethane Gear Shift Knob
Hydraulic Power-Assist Steering	Day-Night Rearview Mirror
40 Gal. Fuel Tank	Passenger Visor Vanity Mirror
Single Stainless Steel Exhaust	2 12V DC Power Outlets
Manual Locking Hubs	Front Map Lights
Front Suspension w/Coil Springs	Fade-To-Off Interior Lighting
Leaf Rear Suspension w/Leaf Springs	Full Vinyl/Rubber Floor Covering
4-Wheel Disc Brakes w/4-Wheel ABS,	Underhood Lights
Wheels: 19.5" Argent Painted Steel	Instrument Panel Bin and Dashboard Storage
Tires: 225/70Rx19.5G BSW AS	Manual 1st Row Windows
Clearcoat Paint	Systems Monitor
Black Front Bumper w/2 Tow Hooks	Outside Temp Gauge

Black Fender Flares
Black Side Windows Trim
Black Door Handles
Manual Extendable Trailer Style Mirrors
Black Manual Side Mirrors w/Manual Folding

Fixed Rear Window
Variable Intermittent Wipers
Light Tinted Glass
Fully Galvanized Steel Panels
Front License Plate Bracket

Analog Display
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints
Driveline Traction Control

Side Impact Beams
Dual Stage Driver / Passenger Seat-Mounted Side Airbags
Dual Stage Driver / Passenger Front Airbags
Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts
Aero-Composite Halogen Headlamps

EXACT COMPLIANCE: YES NO*

*DEVIATIONS: _____

Attach additional page(s), if needed.

NAME OF BIDDER: _____

THE FOLLOWING ARE CONSIDERED OPTIONAL EQUIPMENT AND AVAILABLE AT AN ADDITIONAL COST. THIS SHALL BE CALCULATED INTO THE FINAL BID PRICE.

- Limited Slip Rear Axel
- Power Equipment Group
- 225/70R19.5 G rated BSW All Season front and Traction Rear Tires (4)
- Trailer Towing Package
- Back Up Alarm
- (4) Corner Led Lamps

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

THE FOLLOWING ARE AFTERMARKET ADDITIONAL EQUIPMENT THAT ARE REQUESTED FOR THESE VEHICLES AND SHALL BE CALCULATED INTO THE FINAL BID PRICE.

- Timberance Load Boosters (FRONT)
- LED Dome Light
- 2” Ball and Pintle Mount
- Stainless Steel Stirrup Steps
- Complete Vehicle Undercoating

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

AIR-FLO PRO CLASS® DUMP BODY

3-4 cubic yard dump body with removable drop sides. The dump body will have a scissor type hoist and a Quick Latch™ Tailgate System. To promote the dirt shedding characteristics of the dump body, the horizontal bottom and outside top bends of the body will have smooth rounded corners with a rounded radius of 1 1/8". To allow for better adhesion a phosphate wash will be used prior to application of the prime coat.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

BODY

The overall length of the dump body will be 108" and overall width will be 94". It will have a capacity of 3.2 cubic yards without sideboards. The sides will be 17" high. The double wall sides of the body will be made of 10 gauge steel, the top of the side will have a 4 1/2" deep boxed top rail with a top radius bend of 1 1/8". The sides are supported by 3 vertical gussets 4" wide by 3" deep with radius bends of 1 1/8" The bottom of the sides will have a 45 degree dirt shedding rub rail that is 6" wide from the bend and have a bottom radius bend of 1 1/8". The rear corner post will be 12" wide and 5" deep.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

HOIST & SUBFRAME

The sub frame will be of C Channel design 4 1/4" high by 3" wide by 3/16" wall thickness and welded at all joints. The sub frame will incorporate the rear hinge with an easily replaceable bolted hinge pin for the dump body. The sub frame will also incorporate a hoist which will be a combination of double arm and scissor design. The scissor hoist will have a 5" x 20" lift cylinder with a 2" chromed rod that will ensure a dump angle of not less than 50 degrees.

The sub frame, hoist and body prop will have the extremely durable powder coat paint system applied.

EXACT COMPLIANCE: ___ YES ___ NO*

*DEVIATIONS: _____

CAB SHIELD

There will be a 1/4 cab shield made of 10 gauge steel. The cab shield will extend 15" from the front of the body.

EXACT COMPLIANCE: ___ YES ___ NO*

*DEVIATIONS: _____

FLOOR

The floor will be made of 10 gauge steel and supported by a stacked under structure consisting of 3" channel cross members on 12" centers. The cross members will be supported by (2) 5" channel steel longitudinal members running the full length of the dump body. To eliminate a potential rust point, there will be no floor to side seam

EXACT COMPLIANCE: ___ YES ___ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

TAILGATE

The 10 gauge steel tailgate will be 23” high. There will be 4 vertical gussets full width that are 3" deep with radius bends of 1 1/8". The top of the tailgate will be 4 1/2" deep with 1 1/8" radius bends. The bottom horizontal rail will be full width. The tailgate will have a single handle latching system which consists of a spring loaded, cam handle mechanism attached to a 1 1/4" stainless steel pins. These are to be located on both sides of the unit with pins positioned through the tailgate and body hinge. The bottom hinge pins will be 1" in diameter. The tailgate handle release will allow the tailgate to drop completely in a vertical position.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

POWER UNIT (ELECTRIC OPTION)

The hoist assembly will be powered by a 12 Volt DC with intermittent duty motor power unit. The unit will have a gear style pump with a double acting solenoid operated valve. The relief valve will be set at 3200 PSI. It will have an oil reservoir with a capacity large enough to provide sufficient oil supply for the unit.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

HITCH PLATE

1/2” steel plate to include a 8 Ton capacity combination hitch with 2-5/16 ball and pintle hook, (2) 5/8” forged D-rings welded and supported to chassis

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

DUMP BODY STROBE LAMPS

(2) Recessed oval amber strobes mounted in rear corner post of dump body. (2) Whelan vertex amber led strobe lights mounted in grille of vehicle, (2) amber led lights mounted to cab shield forward facing. All lights to be wired to dash mounted switch with pilot light (use of upfitter switches is acceptable)

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

MISCELLANEOUS OPTIONS

TOOL BOX - 36" x 18" x 18" all-steel mounted under body mounted on passenger side

TARP COVER - Mesh full length and completely retractable by roller installed on cab shield

TRAILER PLUG - 7 way RV trailer plug fully enclosed and weatherproof installed in hitch plate

BACK UP ALARM - Ecco model 510 solid state fully self-adjustable back up alarm installed. Rated at 97db+ Meets OHS A J994 specifications.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

WESTERN 9' PRO PLUS ULTRAMOUNT® 2 w/FLEET FLEX ELECTRICAL SYSTEM

BLADE ASSEMBLY

1. Moldboard – 12 Ga. (0.104”) x 31-1/2” high steel sheet formed to a 17.30” radius with a 1.76” diameter top curl.
2. Ribs – eight, 0.25” thick, variable profile, electrically welded to sheet, torsion tube and 0.25” thick, high strength steel base channel.
3. Torsion Tube – 2.00” diameter, full width, electrically welded to all eight ribs.
4. Cutting Edge –top-punched 0.50”x 6” high carbon steel C1080 attached with ten 0.63” Grade 5 carriage bolts.
5. Disc Shoes – two, full rotation, height adjustable, Iron shoes with integral 1” diameter shaft secured to blade with lynch pins. Shoe brackets will be welded to vertical ribs.
6. 50 degree full blade trip.
7. Trip Springs – four, 2.38” OD x 0.39” diameter, C1060, hard drawn, stress relieved wire, preloaded, with 0.63” x 4” eyebolts.
8. Shock absorbers – two, 5” stroke, shielded shock absorbers to retard extension velocity and dampen blade trip return.
9. Blade Trip Pivot – three 0.75” diameter steel pins.
10. Blade Guides – two highly visible, poly blade guides with reflective decal tips.
11. Plow Angling – 30 degrees right and left.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

A - FRAME

- 1. Electrically welded, reinforced, 3.00" x 3.00" x 0.19" wall structural steel side tubes with 0.50" thick, formed nose plate and integral attachments for angling rams to receive 1.00" diameter pins.
- 2. Lift Chains – two, 0.25" Grade 43 high test steel with 2600lb working load limit. Attached with 0.38" U-bolts.
- 3. Rear of a-frame has accommodation for angular movement of tubular structure that pivots about the center of the a-frame. This allows the blade to follow the contour of the plowing surface when there are differences in elevation from the driver side to the passenger side of the plow. Assembly equipped with three grease fittings.

EXACT COMPLIANCE: ___ YES ___ NO*

*DEVIATIONS: _____

QUADRANT

- 1. Electrically welded, reinforced, 5.00" OD x 0.25" wall structural steel tube with 0.50" thick nose plates and integral attachments for angling rams to receive 1.00" diameter pins.
- 2. A-Frame to Quadrant Angle Pivot – 1.00" diameter Grade 5 bolt.

EXACT COMPLIANCE: ___ YES ___ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

LIFT FRAME

1. Lift frame to have provision for attachment of out front hydraulics and headlamps.
2. Lift Arm – 1/4” x 2” formed bar welded with a 3/16” thick steel cover.
3. Two Plow Stands – Self-storing and adjustable integrated into the plow attachment mechanism. Connecting hook and lever with integral 1/2” lock pin.
4. Lift Frame – Single piece lift frame with welded formed plate and tube construction with integral drive in plow alignment horns and height adjustment.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

MOUNT

1. Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.
2. Attached to truck with Grade 5 fasteners.
3. Vehicle, with mount attached, will meet federal motor vehicle safety standards by compliance or by vehicle manufacturing approval.
4. Removable receiver brackets for additional ground clearance.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

HYDRAULICS

1. Electric solenoid activated and detachable with lift.
2. A vented front mounted hydraulic unit consisting of a fixed displacement gear pump, with 1750 PSI relief, direct tang driven by a 4.50” 12 volt DC motor.
3. Filter screen will be immersed in a steel deep drawn reservoir. SNOWPLOW SPECIFICATION –
4. Valve manifold will contain three side mounted and covered solenoid cartridge valves, cushion relief valves set at 4000 to 4200 PSI, and a quill adjustment screw to adjust blade drop speed.
5. Manifold assembly, motor, motor relay, solenoids, and plow module covered by a molded polyethylene cover, which is secured to the lift assembly by a welded bracket and tabs.
6. One 1.50” x 8” lift ram and two 1.50” x 12” angling rams each with a rod seal, a wiper ring and a gland nut.
8. Hydraulic unit will be controlled by a soft touch, hand held in-cab control. Control will be equipped with an on/off and indicator lights. Control can be dash mounted.
9. In-cab control will be connected to valve manifold and to the motor through an auxiliary 12 volt multiplexed harness. Power and control harness to have quick disconnects and covers at the grill.
10. Control will allow plow to be in float when lowered and also be able to angle left or right when in float.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

PAINT

1. Plow blade will be made of shot blasted steel and cleaned with phosphate solution and have baked-on epoxy primer and red polyester powder coating.

2. A-Frame, Quadrant and Lift Frame- will be made of shot blasted steel and cleaned with phosphate solution and have baked-on epoxy primer and black powder coating.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

LIGHT KIT

1. Composite dual beam headlamps equipped with an H13 halogen bulb plus combination park and turn signals.

2. Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing.

3. Plow and vehicle lights automatically selected through relay system.

4. Double stud mounting brackets.

5. Lights and mounting bracket to stay with plow when disconnected from truck.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

PLOW REMOVAL

1. Blade assembly, A-Frame, Quadrant, Lift Frame with hydraulic unit and lights all to be removed in one step from truck as one complete unit.

EXACT COMPLIANCE: ____ YES ____ NO*

*DEVIATIONS: _____

NAME OF BIDDER: _____

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND DELIVER **DUMP TRUCKS WITH SNOW PLOWS** FOR THE DIVISION OF MOTOR VEHICLES OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
12	DUMP TRUCKS (AS SPECIFIED)	\$ _____ x	\$ _____ (NOT TO EXCEED)

BRAND _____

MAKE, MODEL & YEAR _____

DELIVERY _____ * DAYS AFTER AWARD
OR ORDER (MAY BE A FACTOR IN AWARD)
*NOTE: DELIVERY MUST BE WITHIN 45 DAYS

SERVICE FACILITY LOACATION _____

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BUSINESS REGISTRATION **Mandatory Requirement**

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	20041014112613533

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____

Where Incorporated: _____

BUSINESS ADDRESS:

Street Address
Code

City

State

Zip

Telephone #

Fax #

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of _____

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

SS:

COUNTY OF _____

I _____ of the City of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereto, 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 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, any 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 this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

[] is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

[] is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, 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.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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 above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I 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 Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature _____

Title _____ Date _____

WARRANTY

Attach copy or provide a description of warranties.

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____