

COUNTY OF UNION

BID SUBMISSION CHECKLIST

BA# 72-2017 STREET SWEEPER

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.	Disclosure of Investment Activities in Iran
7.	Americans with Disabilities Form
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.	Addenda Receipt Form — ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED
10.	Extension Form for Union County Cooperative Pricing System
11.	Compliance Pages – Pages 9 to 25
12.	Warranty
13.	Training Description
Each bidder submit with b	should complete this form, <u>initial</u> each entry, sign and date at the bottom and id.
NAME OF BIDDER	:DATE:

COUNTY OF UNION

Notice To Bidders

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on November 30, 2017, at 2:30 p.m. prevailing time in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

BA# 72-2017 - STREET SWEEPER

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. **No** late bids will be accepted. 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 07207 or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura M. Scutari, QPA, Director of Purchasing

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

We're Connected to You!

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 07207 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-I 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 <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27</u>.

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/busregeert.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 intent of this specification to provide for the purchase and delivery of one (1) new and unused Street Sweeper. The COUNTY OF UNION has evaluated different types of street sweepers and has determined that the Elgin Broom Bear street sweeper mounted on a Freightliner Model M-2 chassis is best suited for the County's needs in needs in 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 OF UNION reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to bidder submitting the lowest responsible and responsive bid meeting the requirements of this specification pursuant to N.J.S.A. 40A:11-13.

EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make or model that is equal to or superior to the street sweeper specified. Further, equivalent products for all accessories carrying a brand name will also be considered. Variations of any features of a proposed equivalent product from the features of the specified brand name may be acceptable if judged to be in the best interest of the County. Decisions of equivalency will be at the sole interpretation of the County. A blanket statement that products proposed will meet all requirements will not be sufficient to establish equivalence. Brochures published by the original manufacturer of the proposed unit should 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 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 the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations should be fully described in the appropriate section.

AWARD OF CONTRACT: Bid shall be awarded to the lowest responsible and responsive bidder.

Payment to Vendor is to be made within forty-five (45) 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.

PRE-DELIVERY INSPECTION: There will be a pre-delivery inspection by a Union County representative at a site designated by the Vendor when the vehicle is finished. Cost will be covered by the County.

DELIVERY TIME: Delivery time after award of contract may be a factor in award of contract.

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

OPEN END CONTRACT: It is the intent of the County to purchase, at minimum, the number of pieces of the specified item on the bid form page. However, there may emerge a need for additional units 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.

PLEASE NOTE THAT THE ENSUING CONTRACTING IS INTENDED TO BE AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ONE (1) PIECE AND THE MAXIMUM SHALL BE THREE (3) PIECES.

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

OTHER: The bid price shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications. It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation.

Any questions regarding the bid can be emailed to <u>ucbids@ucnj.org</u>

SPECIFICATIONS

One (1) new and unused Elgin Broom Bear street sweeper mounted on a Freightliner Model M-2 chassis

This specification sets forth Union County's requirements for the purchase of three (1) new and unused street sweeper having a six wheel configuration, single engine for propulsion and sweeping, 4.5 cubic yard right side variable high dumping hopper, automatic transmission, dual steering and operator controls, full width belt conveyor, and left side and right side broom with variable down pressure controlled from cab.

EXACT COMPLIANCE:	YES	NO*		
*DEVIATION:				
	N	AME OF BIDDER:		

CHASSIS (FREIGHTLINER M2 106 or equivalent)

- For safety, service, parts availability, etc the chassis should be of a commercially available conventional cab type configuration (Freightliner M2 or equivalent). A purpose built chassis manufactured by the sweeper company will not be acceptable.
- The wheelbase should not exceed 136 inches; cab-to-axle should be 70 in. Overall length not to exceed 268 inches. Outside width in transport mode not to exceed 8'. Overall height not to exceed 9'
- Gross Vehicle Weight Rating (GVWR) should be not less than 33,000 pounds.
- Chassis should be capable of safely propelling the sweeper, loaded to the maximum GVWR, under all normal sweeping and transport conditions.
- Vehicle should be rated for carrying an 11,000 lbs. load in the hopper at highway speed of 55 MPH and should not be speed restricted by tire limitations.
- Speed should be governed at 65 MPH.
- Manufacturer should certify that pass-by noise level at 50 feet (per SAE J 1077) while sweeping, does not exceed 79 dB(A).
- Front axle should be an I-beam type, 68" track; with a minimum capacity of 10,000 lbs. Front axle should have leaf spring suspension and shock absorbers as standard equipment to avoid high stress areas and cracking of the chassis.
- Rear axle should have a minimum capacity of 23,000 lbs.
- Rear suspension should be provided through a twin air spring suspension system having a minimum capacity of 23,000 pounds
- Rear axle should provide a full width heavy duty, 80" track.
- Two-speed rear axle should have a 6.17/8.42 ratio. An auxiliary transmission for sweeping is not acceptable.
- Turning radius should not exceed 19ft 7in curb to curb. Front axle steering cut should be 50 degrees minimum.
- Brakes should be full air dual circuit type with auto slack adjusters, front and rear. Wabco ABS brakes or equivalent should be supplied. Hydraulic brakes will not be acceptable.
- Air compressor should be 18.7 CFM.
- Parking brake should be spring applied rear wheel drum and shoe.
- Air should be equipped with an Bendix AD-9 or equivalent air dryer
- Chassis should include rear tow hooks. Access to frame on both sides of machine for jacking purposes should be available.

EXACT COMPLIANCE:	YES	NO*		
DEVIATION:				
- 			<u> </u>	
			x20	

NAME OF BIDDER:

CHASSIS ENGINE

EXACT COMPLIANCE:

- Diesel engine should be an electronic inline 6 cylinder, turbocharged, 507 cubic inch displacement. The engine should supply power for propulsion and sweeper functions.
- Horsepower rating should be 260 HP @ 2200 RPM. Torque rating should be 720 ft.-lbs. @ 1300 RPM.
- Engine should be supplied with a low oil pressure and high water temperature warning system integrated in the engine electronic system.
- Engine should be equipped with a single stage, dual element dry-type air cleaner, spin-on fuel filter, full flow oil filter, and fuel water separator
- Radiator fan should be a viscous drive type. Direct drive fans should not be acceptable.
- Anti-freeze/water mixture should be rated at -34 F degrees.

YES

- Diesel fuel tank should have a minimum capacity of 50 U.S. gallons.
- Diesel emissions should be EPA 2013, with on-board diagnostics (OBD) and have a minimum capacity of 6 U.S. gallons diesel exhaust fluid.

NO*

*DEVIATION:
*DEVIATION:
TRANSMISSION
Automatic transmission should have five forward speeds and one reverse. (Allison 3500RDS or agriculant)
 equivalent). Transmission shift pattern should be illuminated for night operation. Shift operation should be by push
button in lieu of shift lever.
Transmission should be equipped with a heavy-duty oil cooler and magnetic drain plugs.
 Synthetic Transmission fluid (TES-295 compliant) should be provided.
EXACT COMPLIANCE:YESNO*
*DEVIATION!
*DEVIATION:
NAME OF BIDDER:

TIRES AND WHEELS

- Front and rear tires should be first line quality tubeless radial tires, 11R X 22.5, 14 ply rating.
- Tires should be mounted on 10 stud hub piloted steel disc 22.5/8.25 rims.
- Rear axle should be equipped with dual tires for load capacity and stability. Rear mud flaps should be supplied.
- All wheels should be interchangeable to allow for emergency change at the job site.

EXACT COMPLIANCE:	YES	NO*	
*DEVIATION:			

CAB

- For maximum visibility, the forward line of sight (distance from operating position to view of ground) should be 16 feet maximum.
- Steering should be full power with dual operator controls. Dual OEM dash mounted instrumentation, including speedometer, odometer, tachometer, hour meter, water temperature, oil pressure, voltmeter, fuel gauge and transmission temperature gauge.
- Dual steering should include right and left steering wheels, brake and throttle pedals, center mounted single windshield wiper control, dual turn signal controls, and tilt/telescopic adjustment.
- Console should have Left / Right primary driver switch which changes controls for the operator station and instrumentation from left to right and back. For safety driver switch can only be activated with the parking brake applied.
- Dual high back seats with black corduroy cloth covers should be supplied.
- Each seat should have a 3-point seat belt with automatic retractors.
- Sweeper should include two (2) outside heated and power adjustable west coast type mirrors with molded in 8-inch convex auxiliary mirrors.
- Cab should be full width aluminum cab with one-piece fiberglass tilting hood.
- Hydraulic functions should be controlled by a single rocker switch which activates the hydraulic power
 which is supplied from the "HOT SHIFT" PTO or equivalent on the transmission. The hydraulic system
 must be able to be disengaged in case of a hydraulic oil leak, thus allowing transport capability without
 draining the hydraulic oil tank. Full time live hydraulics or the use of an auxiliary transmission in the
 drive train will not be acceptable.
- For safety during night sweeping, rocker switches should be illuminated and clearly marked for easy identification. All sweeper controls should be mounted between the two operator stations for easy reach and visibility.
- Cab should be supplied with a radio installation package.
- Dual electric horns and dual air horns should be supplied.
- Cab interior environment should be fully conditioned by fresh air heater / ventilator / defroster / air conditioning with a three speed fan.
- Cab should have full flow through ventilation.
- Windshield wipers should be two speeds with washer.

NAME OF BIDDER:	

CAB (continued)

- Wipers should have an intermittent feature.
- Interior of cab should have acoustical insulation, automotive type trim, and center console.
- Dashboard should be fully faced with soft molded plastic; two cup holders should be included.
- Left and right hand side grab handles should be supplied to aid in operator entry and exit from the cab.
- Sweeper should have an automatic electronic back-up alarm.
- Each operator station should have an adjustable sun visor.
- Doors and ignition should be key locked alike.
- All glass should be tinted safety glass.
- Side windows should have a defogger.
- Door windows should be roll down type. Sliding windows are not acceptable.
- Manufacturer must certify that cab noise level while operating does not exceed 82 dB(A) (per J919 testing).

EXACT COMPLIANCE: YES NO*
*DEVIATION:
 Chassis alternator should not be less than 160 amp. Should be a 12-volt negative ground system. Dual batteries should be maintenance free, 12 volt, and 1850 CCA total. For safety, all electrical circuits must be protected by blade type fuses. All lighting should be DOT approved including combination stop and tail lights, backup lights, sealed multiple beam headlights, high beam - low beam switch, adjustable side broom and main broom spotlights, clearance and running lights, front parking and signal lights, four way flashers, dome light, illuminated gauges and instrument panel, illuminated rocker switches, self-canceling directional signals, and hazard switch. Warning lights should indicate glow plug, air brakes, stop and tail light failure, charging system, park
brake, engine oil system, hydraulic oil filter restriction and low spray water.
EXACT COMPLIANCE:YESNO*
*DEVIATION:

NAME OF BIDDER: _____

LIGHTING

- All lighting should meet DOT safety requirements.
- Front and rear should have clearance lights.
- Left and right sides should each contain two clearance lights.
- Front and rear directional lights with emergency flasher should be provided.
- Work lights for each gutter broom and the rear broom should be provided.
- Dash, all console switches and all gauges should be illuminated.
- An automatic back-up light and electric alarm should be activated when transmission is placed into reverse.
- License plate holder should be illuminated.
- Vehicle should have two rear side combination light/reflectors.

EXACT C	COMPLIANCE:YESNO*					
*DEVIATION:						
SIDE BR	OOMS					
•	Brooms should be driven by a hydraulic motor directly mounted to broom disc plate. They should be the vertical digger type, trailing arm design, mounted on right and left side. To hold the broom pattern, regardless of up and down motion, arm suspension design should be a parallelogram design for simple, non-binding action/motion and for constant bristle and wear pattern. Broom rotational speed should be constantly governed by a load sensing hydraulic system, regardless of engine RPM or sweeper ground speed. Broom down pressure should be pneumatically adjustable by the operator from the cab. The brooms should be five (5) plastic segments, filled with 26" long tempered wire. The discs should be cross-drilled for 5 or 4 segment usage. Broom down pressure should be adjustable by operator from the cab while moving. Broom location should be positioned to provide the best sweep path in relation to the main broom. Each brooms must be capable of extending from 110" (2794 mm) to 144" (3657 mm) with both side brooms activated.					
	COMPLIANCE:YESNO*					
DL VIA						
- P						
-						

NAME OF BIDDER: _____

MAIN BROOMS

- Broom should be direct drive by a hydraulic motor.
- Broom should be not less than 34" diameter and not less than 60" long.
- Broom rotation speed should be constant, governed by load sensing hydraulic system, regardless of engine RPM or ground speed
- Broom should be full floating with self-aligning bearings.
- Broom should be prefab disposable type, filled with 26" long polypropylene.
- Broom side plates should be equipped with steel drag shoes.
- Sweeping path should be not less than 7-1/2 feet wide with one side broom activated, and not less than 10 feet wide with both side brooms activated.
- Main broom should be shielded by a steel broom hood. Plastic hoods should not be acceptable due to cracking.
- Main broom should have a work light.
- Broom should be hydraulically raised and lowered and be capable of movement independent of the
 conveyor assembly to effectively sweep varying debris. This independent movement should avoid
 damage to the main broom or the conveyor assembly during sweeping.
- In-cab hydraulic float main broom suspension should be provided.

EXACT COMPLIANCE:	YES	NO*		
*DEVIATION:				_
				_
				=
	7: as —		No.	_

CONVEYOR

- Conveyor should be able to load hopper to 100% of rated useable capacity.
- To maintain Heavy loads of material the conveyor should be high strength belt type with 13 molded-in full width cleats to carry material to the hopper. Squeegee type flight system that drags material will not be acceptable.
- An audible conveyor stall alarm is to be provided as a warning to the operator.
- Conveyor should be reversible in direction. The main broom should stop rotation while conveyor is reversed.
- Conveyor should be capable of effectively sweeping debris of varying sizes without the need to make any manual adjustments to the conveyor system.
- In cab conveyor height adjustment, independent of the main broom should be supplied.
- To provide proper clearance during variable sweeping conditions, the minimum conveyer height should be settable, independent of main broom height.
- Conveyor should be a full 54" width. An auger system for feeding the conveyor is not acceptable.

NAME OF BIDDER:	

CON	VEYER (continued)
•	The County of Union had determined in their review of conveyor designs that to reduce wear on all

conveyance components, a conveyor belt having molded cleats must carry, not drag, debris to the hopper. Units that use squeegee type systems against wear plates will be rejected without further review.
EXACT COMPLIANCE:YESNO*
*DEVIATION:
HOPPER
 For safety, the hopper should be right side dumping, allowing an operator to observe the dump target and surrounding area at all times from the cab, without the use of mirrors. All dump controls to be cab mounted. Volumetric capacity should be not less than 4.5 cubic yards, useable capacity not less than 3.3 yards. A hopper inspection door should be supplied. The hopper should dump at varying heights ranging from 38 inches through a height of 10 feet. Dump angle to be 50 degrees minimum. Fixed height dump systems are not allowed. The lift mechanism should be a double stage, scissors lift system. Hopper lift cylinders should be 3.5' x 33.5' stroke minimum, hopper dump cylinders should be 3.5" x 19.8" stroke minimum. The hopper should offer not less than 11" side shift of load for maximum dumping efficiency and for extra clearance between sweeper and dump truck. Minimum clearance between sweeper and truck should be 28". Hopper load should be visible at all times from the cab through a glass window and skylight. Maximum time for dump cycle should not exceed 70 seconds. Lift capacity should be not less than 11,000 lbs. Hopper should be constructed of 7 gauge abrasion resistant steel floor and 11 gauge door, top, and sides. Units that require use of jack stands and/or outriggers to stabilize chassis during dumping procedure will not be acceptable.
EXACT COMPLIANCE:YESNO*
*DEVIATION:

NAME OF BIDDER:

LIFELINER® HOPPER LINER

- Hopper should be spray coated with Lifeliner® (or approved equivalent) coating to protect the hopper.
- The hopper liner should be extremely resistant to solvents, acids, caustics and most other chemicals.
- The County has determined that to make dumping and cleanup more efficient than with a carbon steel or stainless steel hopper, the formulation of the polyurethane liner should be extremely smooth and slick and should not allow most debris to stick to it.
- A zinc rich primer should first be applied onto all exterior surfaces of the hopper then baked.
- After the zinc rich primer has been baked on, a thick coat of polyester powder should be applied to all exterior surfaces and then the hopper should be baked for a second time.
- After the outside coating process is complete, a polyurethane hopper liner material should be applied to all inside surfaces of the hopper, effectively hermetically sealing the hopper against wear and corrosion.
- Manufacturer will repair or replace or cause to be repaired or replaced, the debris body (hopper) of any
 sweeper originally purchased with the optional LifeLiner® Hopper Coating System or equivalent with
 lifetime warranty, should the debris body fail due to corrosion or wear perforation during the lifetime of
 the sweeper. The decision to repair or replace should be at the sole discretion of manufacturer. Such
 repair or replacement should be at no cost to the customer.
- A copy of the manufacturer's Lifetime Limited Warranty Statement should be included with the bid. Bidders not submitting the manufacturer's warranty statement can be rejected without further review.

EXACT COMPLIANCE:	YESNO*	
*DEVIATION:		
	-	

WATER SYSTEM

- Tank capacity should be not less than 360 U.S. gallons.
- Tank should be constructed of a non-metallic, non-rusting polyethylene material. Removable manhole cover for tank access should be supplied.
- Water pump should be diaphragm type capable of running dry without damage.
- A water level gauge indicator should be located within the cab.
- Should be equipped with 10 brass spray nozzles for dust suppression. 3 spray nozzles should be over each side broom, 3 spray nozzles should be located at the main broom.
- Water fill hose should be not less than 15' in length, equipped with 2-1/2" NST hydrant coupler.
- Water to each area, side broom left or right, and broom spray bar should be cab controlled with adjustable valves, which control water flow.
- An in-line water filter with shut off valve should be in water system to prevent contaminants from entering the water system.

NAME OF BIDDER:	

 WATER SYSTEM (continued) To prevent the contamination of the water supply, tank should be equipped with an anti-siphon device 	•
EXACT COMPLIANCE:YESNO*	
*DEVIATION:	-
	- 1
HYDRAULIC SYSTEM	
 Reservoir should have a capacity of 23 gallons with outside level and temperature indicator. Twin pumps should be provided that should be a variable displacement piston type that are directly driven, by a hot shift PTO, with load sensing to adjust flow based upon hydraulic oil demand in the sweeping gear to maximize efficiency and reduce heat for longevity of all the hydraulic systems. To prevent contamination of the reservoir during the dump cycle, the reservoir vent should be equipped with a 40 micron, breather filter. To prevent the possibility of contamination and the resulting damage to the hydraulic system, return lines should have 10 micron filter with cab mounted restriction indicator. To minimize environmental damage caused by leaking fittings, all pressure hydraulic fittings must ORFS type. All solenoids should be located in a single easily accessible location. For ease and accuracy of testing, all circuits should have quick-disconnect check ports. *EXACT COMPLIANCE:YESNO* *DEVIATION:	n
*DEVIATION:	
NAME OF BIDDER:	
MARIE OF DIDDER.	

PNEUMATIC SYSTEM

- There should be a PR4 type pressure protector for the chassis air system to protect the chassis air system.
- All pneumatic cylinders should be interchangeable.
- All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder.

EXACT COMPLIANCE:YESNO*	
*DEVIATION:	
SWEEPER ELECTRICAL SYSTEM	
 Sweeper electrical system should be integral to the chassis electrical system. Sweeper should have an electronic back-up alarm for additional warning and safety when chassis is reverse. Sweeper lighting should include rear identification lights, side broom and rear clearance lights. Sweeper wiring harnesses should be color-coded and hot stamped with circuit name. For safety, all electrical circuits must be protected by circuit breakers or fuses. 	s in
EXACT COMPLIANCE:YESNO* *DEVIATION:	_

SWEEPER CONTROLS

- All sweeper controls should be mounted on an adjustable central console located between the left and right operator's position and access.
- The controls should include all sweep, hopper, elevator, and lighting functions and should all be located on the adjustable operator control console.
- The controls for sweep, spray water, and lighting functions should be conventional rocker switches.

EXACT	COMPLIANCE:YESNO*
*DEVIA	ATION:
SWEEI	PER INSTRUMENTS
•	Sweeper instruments should include right and left side broom, down pressure, hydraulic filter restriction indicator, hydraulic oil temperature, spray water level indicator. Oil cooler, hydraulic tank and electrical locker should be located behind and protected from the elements and vandals by twin fiberglass latching clamshell doors, opening 180 degrees, providing 270 degrees of complete accessibility to all maintenance components. Rear compartment should include a RH mounted lockable stainless steel toolbox; 24 inches long x 13.5 inches wide x 6 3/8 inches tall for operator designated tools.
	COMPLIANCE:YESNO*
*DEVIA	ATION:

ACCESSORIES

- An air dryer should be provided.
- Sweeper should include two (2) outside heated and power adjustable west coast type mirrors with molded in 8-inch convex auxiliary mirrors.
- Right hand fender mounted mirrors should be provided to aid operator's visibility.
- 12" convex sweeping mirrors should be provided.
- An AM/FM/CD radio with speakers should be provided.
- Left hand fender mounted mirrors should be provided to aid operator's visibility.
- A front spray bar should be provided.
- Dual rear LED beacon with guard should be provided.
- Heavy duty lower conveyor should be provided.

NAME OF BIDDER:	

ACCESSORIES (continued)

- A hopper full indicator should be provided.
- A hydrant wrench should be provided.
- LED stop, tail, turn lights and clearance lights should be provided.
- A slow moving vehicle sign should be provided.
- A remote grease line should be provided.
- A 2-3/4 lb. fire extinguisher should be provided.

EXACT COMPLIANCE:YESNO*
*DEVIATION:
PAINT
 All visible exterior metallic surfaces should be painted prior to assembly with polyester powder of The paint should be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethane's not acceptable. Sweeper Color should be the County of Union's color of "White". Chassis Color should be the County of Union's color of "White". Vehicle should have an accent color of Grey on the lower portions of the unit.
EXACT COMPLIANCE: YES NO*
*DEVIATION:
NAME OF BIDDER:

MANUALS (Winning bidder should provide the following)

- A parts manual should be provided.
- An operation and maintenance manual should be provided.
- An engine manual should be provided.
- All manuals should be originals; photocopies should not be acceptable.

EXACT COMPLIANCE:YESNO*
*DEVIATION:
WARRANTY
 To assure an acceptable standard of quality, unit should be manufactured at an ISO-9001 certified factory.
 Manufacturer's warranty should be not less than one (1) year on the sweeper, including parts and labor. Manufacturer's warranty should be not less than two (2) years on the transmission, including parts and labor.
 Manufacturer's warranty should be not less than one (1) year on the chassis and power train. Manufacturer's warranty should be not less than two (2) years on the chassis engine.
 Manufacturer's warranty should be not less than lifetime rust-through warranty on water tank. Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification, must submit a letter from the manufacturer certifying warranty compliance as ar integral part of their proposal. Failure to comply may cause the proposal to be deemed "non-responsive" and rejected without further review.
EXACT COMPLIANCE:YESNO*
*DEVIATION:

NAME OF BIDDER: _____

SERVICE AND TRAINING

- Vendors should have a full parts and service facility within a reasonable distance from the County Garage. State location and distance on appropriate bid form page 28.
- A qualified technician should provide complete training to County personnel at the County Garage. Training should include safety, operation, maintenance and service. Provide training on appropriate bid form page 38.

XACT COMPLIANCE:YESNO*
DEVIATION:
XTENDED TRAINING AND EQUIPMENT INSPECTIONS
 Subsequent additional scheduled training and complete vehicle inspection sessions, by a qualified technician, should be provided. The training and inspection sessions should be at the end of each of the first four (4) quarters following delivery. These inspection and training sessions should effectively provide one full year of on-going training and equipment evaluation. A written schedule of all four (4) post-delivery inspection dates should be considered an essential part of the delivery, without which, the delivery will be incomplete. At the completion of each inspection and training, the vendor should submit a comprehensive written report to the County fully describing the condition of the equipment and the training topics covered. If requested, each Bidder must be prepared to submit a sample report detailing the specific items which will be evaluated at each training and inspection. The quality and thoroughness of this report may be used as a basis in evaluating proposals.
DELIVERY
 Sweeper should be delivered F.O.B. County of Union in first class operating condition. Acceptance should be subject to the inspection and approval of the County. Bidder should state delivery time after receipt of order
EXACT COMPLIANCE:YESNO*
DEVIATION:

NAME OF BIDDER: ____

PROVEN PRODUCT AND EXPERIENCE STATEMENT

In a strict effort to protect the County of Union, bid proposals will be only accepted for consideration for proposed models that the County has deemed to have been successfully in service in the state of New Jersey for a period of no less than five service years by no less than six (6) entities. A statement of compliance without providing supporting documentation below including contact information giving acceptable reliability and quality assurance to the County of Union will not be sufficient to establish equivalence. These references must be submitted with the bid on the page below, or the bid will be deemed "non-responsive" and rejected without further review. Such list should include contact name, and phone number. If none, state so.

Agency: Department: Address:		Agency: Department: Address:	
Contact: Title: Phone #:		Contact: Title: Phone #:	
Agency: Department: Address: Contact: Title: Phone #: Agency: Department: Address: Contact: Title: Phone #:		Department: Address: Contact: Title: Phone #: 6 Agency:	
EXACT COMI *DEVIATION	PLIANCE:YES	NO*	

NAME OF BIDDER:

OPTIONAL ITEMS

The County of Union may choose, at its sole discretion, to add any or all of the optional items to this purchase.
Bidder should state the amount to be added to the Bidder's Proposal, should each item be selected.

	•
A Rear mounted LED arrow stick ADDITIONAL COS	T: \$
A street side air ride high back cloth seat ADDITIONAL COS	T: \$
A curb side air ride high back cloth seat ADDITIONAL COS	T: \$
EXACT COMPLIANCE:YESNO*	
*DEVIATION:	
NAME OF BIDI	DER:

BID FORM PAGE 1 OF 1

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND DELIVER **ONE** (1) **STREET SWEEPER** FOR THE UNION COUNTY DEPARTMENT OF MOTOR VEHICLES IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

QUANTITY	<u>ITEM</u>		UNIT PRICE	TOTAL PRICE
1	STREET SWEEPER	x	\$	\$ (NOT TO EXCEED)
BRAND:				
	EL & YEAR:			
	3			
DELIVERY _ OR ORDER (!	DAY MAY BE A FACTOR IN A	'S AFTER AWARD)	AWARD	
SERVICE SHO	OP LOCATION:			

Union County Cooperative Pricing System Extension Form

BIDDERS MUST CHECK & INTITAL WHERE INDICATED ONE OF THE FOLLOWING SELECTIONS:

[] Check Here and initial if WILLING to provide the goods and services herein bid upon to registered
members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates, without substitution or deviation from specifications, size, features, quality, price of availability as herein set forth. It is understood that orders will be placed directly by the registered member identified herein by separate contracts, subject to the overall terms of the master contract to be awarded by the County of Union, and that no additional service or delivery charges will be allowed except as permitted by these specifications.
[] Check Here and initial if NOT WILLING to extend prices to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of County of Union.
In the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates the following procedure will be followed as required by N.J.A.C. 5:34 7.10(a)(2):
The contract for the needs of the lead agency will be awarded to the lowest responsible bidder, and a maste contract for the registered members who have submitted estimates will be awarded to the next lowest bidde whose bid agrees to extend.
Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement fo bids with the written approval of the lead agency and the contractor.
THE COUNTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE TO THE CONTRACTOR THIRTY (30) DAYS PRIOR TO SUCH ACTION.
Initial

BIDDER SIGNATURE PAGE

Rev. 9/20/05

- 1. If doing business under a <u>trade name</u>, <u>partnership</u> or a <u>sole proprietorship</u>, you must submit the bid under <u>exact title</u> of the trade name, partnership, or proprietorship, and the bid must be signed by either the <u>owner</u> or a <u>partner</u> and <u>witnessed</u> by a <u>notary public</u>.
- 2. If a <u>Corporation</u>, the bid must be signed by the <u>President</u> or <u>Vice President</u> and <u>witnessed</u> by <u>Corporate Secretary</u>, (Corporate title must be exact) and <u>affix corporate seal</u>.
- 3. Other persons <u>authorized</u> by <u>Corporate Resolution</u> 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. Tou <u>cannot</u> 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

<u>WARNING</u>: 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

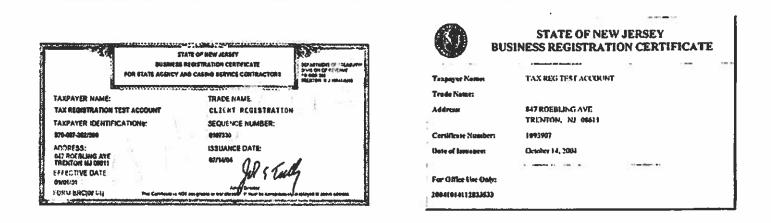
Mandatory Requirement

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



ATTACH BRC HERE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

<u>Name</u>	of Organization:	
Organ	ization Address:	· · · · · · · · · · · · · · · · · · ·
<u>Part</u>	I Check the box that represents the	type of business organization:
\square_{So}	le Proprietorship (skip Parts II and III,	execute certification in Part IV)
\square_{N_0}	on-Profit Corporation (skip Parts II and	III, execute certification in Part IV)
\square_{Fo}	or-Profit Corporation (any type)	Limited Liability Company (LLC)
Pa	rtnership Limited Partnership	Limited Liability Partnership (LLP)
Ot	her (be specific):	
<u>Part</u>	II	
	percent or more of its stock, of any opercent or greater interest therein, or	nd addresses of all stockholders in the corporation who own 10 class, or of all individual partners in the partnership who own a 10 r of all members in the limited liability company who own a 10 s the case may be. (COMPLETE THE LIST BELOW IN THIS
	OR	
	individual partner in the partnership	on owns 10 percent or more of its stock, of any class, or no owns a 10 percent or greater interest therein, or no member in the percent or greater interest therein, as the case may be. (SKIP TO
(Pleas	e attach additional sheets if more space	ce is needed):
Na	me of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	Title:	
Signature:	Date:	

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF	
COUNTY OF	SS:
I	of the City of, in the County ate of, of full age, being duly swom
of and the Stat	te of, of full age, being duly swom
according to law, on my oath depose and say that	at: I am of the firm of
that I executed the said Proposal with full author	bidder making the Proposal for the above named project, and rity to do so; that said bidder has not, directly or indirectly,
	collusion, or otherwise taken any action in restraint of free,
	ve named project; and that all statements contained in said
	ect, and made with full knowledge that the COUNTY OF
	of the statements contained in said Proposal and in the
statements contained in the affidavit in awarding th	ne contract for the said project.
contract upon an agreement or understanding for a	cy has been employed or retained to solicit or secure such commission, percentage, brokerage or contingent fee, except ished commercial or selling agencies maintained by S.A. 52:34-15).
	Sign Name Here
Subscribed and sworn to before	(Original signature only; stamped
Me thisday of, 20	signature not accepted)
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.

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)		
lor does not submit the affirmative action document within the seven days the County of e 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 <u>County of Union</u> (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 thereunto, 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.

(Please print or type)

Name

Signature		Date
	NAME OF RIDDER:	

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COUNTY OF UNION NEW JERSEY Division of Purchasing DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number:	Vendor/Bidder:
	PART 1 CERTIFICATION DER MUST COMPLETE PART I BY CHECKING ONE OF THE BOXES ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE
complete the certification below to attest, un is identified on the State of New Jersey, De The Chapter 25 list is found on the Depart this list prior to completing the below ce responsive. If the Director of the Division o	son or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must der penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, partment of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. In the contract of the Interpretation of the Interpretation of the Interpretation of Interpretation of the Interpr
or affiliates is listed on the N.J. De	lic Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, partment of Treasury's list of entities determined to be engaged in prohibited activities in Iran oter 25 List"). Disregard Part 2 and complete and sign the Certification below.
listed on the Department's Chapte and sign and complete the Certific	above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below ation below. Failure to provide such information will result in the proposal being rendered as nalties, fines and/or sanctions will be assessed as provided by law.
If you checked Box "B" above, provide	PART 2 IONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its d in investment activities in Iran by completing the information below.
ENTITY NAME: RELATIONSHIP TO VENDOR/BIDD DESCRIPTION OF ACTIVITIES: DURATION OF ENGAGEMENT: ANTICIPATED CESSATION DATE: VENDOR/BIDDER CONTACT NAMI VENDOR/BIDDER CONTACT PHON Attach Additional Sheets If Necessary	
attachments hereto, to the best of my kno- information contained herein, and that the v of any contract(s) with the County of Unio aware that it is a criminal offense to mak	CERTIFICATION zed to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any yledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the Yendor/Bidder is under a continuing obligation from the date of this certification through the completion to notify the County of Union in writing of any changes to the information contained herein; that I ame a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal tute a material breach of my agreement(s) with the County of Union, permitting the County of Union to retification void and unenforceable.
Signature	Date
Print Name and Title	

COUNTY OF UNION ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

	The undersigned Didder ne	reby acknowledges receip	of the following Addenda(s)
	Addendum Number	<u>Dated</u>	Acknowledge Receipt (Initial)
Acknowledge	d for:(Na	me of Bidder)	<u> </u>
Ву:	(Signature of Authorize	ed Representative)	_
			_
Title	(Print or Type)		
	Please <u>Do</u> <u>Not</u>	submit if you did not	receive Addenda(s)
	NAME OF BU		
	NAME OF BII	DDER:	

WARRANTY

Attach copy or provide description of all warranties on all components of street sweepers.	
NAME OF DIDDED.	
NAME OF BIDDER:	-
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TRAINING

Provide Description of training to be provided to the County of Union					
NAME OF BIDDER					
NAME OF BIDDER:					