

## **NOTICE TO BIDDER**

Notice is hereby given that sealed bids will be received by the Township of Galloway on WEDNESDAY, APRIL 15, 2015 AT 11:00 AM in the Office of the Township Clerk, 300 East Jimmie Leeds Road, Galloway, New Jersey 08205, at which time and place bids will be opened and read in public for:

**SPECIALIZED CRANE TRUCK**

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## INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

### **I. SUBMISSION OF BIDS**

- A. Instructions, forms and specifications may be obtained by mail from the Township of Galloway Clerks Office, 300 E. Jimmie Leeds Road, Galloway NJ 08205.
- B. Sealed bids will be received by the Township of Galloway on Wednesday, April 15, 2015 at 11:00 am as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid, including the specification section shall be submitted in a sealed envelope: (1) addressed to the Township of Galloway, Township Clerk, 300 E. Jimmie Leeds Road, Galloway New Jersey, 08205, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title.
- D. It is the bidder's responsibility that bids are presented to the Township of Galloway at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Township of Galloway before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid proposal.
- H. Each bid proposal must give the full business address, business phone, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

I. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- Whereas, N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- Whereas, N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- Whereas, N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidders should consult the statutes or legal counsel for further information.

J. Withdrawal of a Bid Proposal:

- A bid that is in the possession of the Township Clerk may be withdrawn by the bidder in person or by a written notarized request up until the time of the bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by both the Township Administrator and the Purchasing Agent in accordance with N.J.S.A. 40A:11-23.3.
- Whereas, N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.
- A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 shall be required to submit a request for withdrawal, in writing, by certified or registered mail to the Township Clerk. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.
- A bidder’s request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner’s designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.
- The Township shall not consider any written request for a bid proposal withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bid proposals.

L. Tax Exempt Status

- The township of Galloway is exempt from manufacturers federal excise tax and states sales tax.  
**Tax exemption certificates will be issued upon request**

## II. BID SECURITY AND BONDING REQUIREMENTS

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

### NO BID GUARANTEE REQUIRED FOR THIS BID

### BID GUARANTEE

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

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

### CONSENT OF SURETY

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

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

### PERFORMANCE BOND

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

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

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

### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Township's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

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

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

#### D. Discrepancies in Bids

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

#### E. Pre-Bid Conference

If stated in the Notice to Bidders:

A pre-bid conference for this proposal will be held on \_\_\_\_\_.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

A pre-bid conference is not acquired for this bid.

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

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

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

- A. The Township is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## VI. INSURANCE AND INDEMNIFICATION

### A. INSURANCE REQUIREMENTS

The successful bidder shall purchase and maintain such insurance described in the following schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from contractor's performance and furnishing of the work and contractor's other obligations under the contract documents, whether it is to be performed or furnished by contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the Township of Galloway as an "Additional Insured" on the contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed contract documents, contractor shall provide the Township of Galloway with a certificate of insurance indicating that the insurance coverage as described in Section VI, and as is appropriate for the work being performed and furnished, has been obtained and the Township of Galloway has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Township of Galloway with a certificate of insurance indicating the continuation of insurance coverage and designating the Township of Galloway as an "Additional Insured".

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

#### 1. Worker's Compensation Insurance

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

#### 2. General Liability Insurance

During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

#### 3. Automotive Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

#### 5. Notice of Cancellation

The cancellation Notice on the insurance policy must read as follows:

"It is understood and agreed that sixty (60) days advanced written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change in Coverage will be mailed to the Purchasing Agent.

## 6. Continuation of Coverage

If any of the above coverage's expires during the term of this contract, the bidder shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

## B. INDEMNIFICATION – HOLD HARMLESS AGREEMENT

The bidder, if awarded a contract, shall indemnify, save harmless and defend the Township of Galloway, its elected officials, its employees, agents, volunteers and others from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have be caused in any manner by a defect in any equipment or materials supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against the Township of Galloway, either individually or jointly with the contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the contractor, its employees, subcontractors or agents or others under the contractor's contract.

The vendor shall be required to sign a hold harmless agreement upon execution of the contract and award.

## VII. STATUTORY AND OTHER REQUIREMENTS

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

### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

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

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

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

## B. AMERICANS WITH DISABILITIES ACT OF 1990

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

## C. STOCKHOLDER LIST CERTIFICATION

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

Chapter 33 of the Public Laws of 1977 provided that no corporation or Partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, **unless prior to the receipts 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 percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.** Failure to furnish this information with your bid proposal shall be cause to reject the bid proposal.

## D. NON-COLLUSION AFFIDAVIT

**By the submission of this required affidavit,** the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith and will not be communicated to any person prior to the official opening of the bid proposal.

## E. BID SUBMISSION CHECKLIST

This document shall be properly executed and submitted with the bid proposal.

## F. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC)

N.J.S.A. 52:32-44 requires that each bidder (Contractor) and all named subcontractors shall be required to submit proof of business registration prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet @ [www.ni.gov/nibas](http://www.ni.gov/nibas) or by phone at (609) 292-1730. Whereas, N.J.S.A. 52:32-44

goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

All Contractors shall be responsible for the notification of their subcontractors at all levels and for the submittal of the required Business Registration Certificate's to the Township

#### G. NEW JERSEY LOCAL UNIT "PAY TO PLAY" LAW

Pursuant to New Jersey Local Unit "Pay to Play" Law (N.J.S.A. 19.44-20 et seq.), all contractors are being placed on notice of the following:

The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution in excess of \$300.00, in the case of a county to a county committee of a political party, if a member of that political party is serving in a elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in a elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

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

#### H. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

## I. PREVAILING WAGE ACT

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

The provisions of Chapter 150 of the laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State statutes, Prevailing Wage rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. **When applicable certified payrolls shall be required and noncompliance of this requirement shall be cause for delay in the process of the payments.**

## VIII. METHOD OF CONTRACT AWARD

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

## IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;

E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

## **X. TERMINATION OF CONTRACT**

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

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

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

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

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

## **XI. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

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

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

H. The Township may terminate the contract for convenience by providing 90 calendar days advanced notice to the contractor.

## XII. PAYMENT

Payment shall be made by the Township of Galloway only after the item(s) awarded to a contractor have been received, inspected and found to comply with the award specifications, free of damage or defect and properly invoiced.

In order for the Township, to make payment, the Contractor shall be required to return the Township's voucher that has been properly executed and originally signed. Attached also shall be the vendor's invoice and certified payrolls (when required) that shall both bear the Township's purchase order (PO) number. Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Director of Finance. Failure to follow these instructions will result in the delay in the processing of invoices for payment.

## XIII. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT

### REQUIRED FORMS TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE

- Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract shall be required to complete the certifications contained herein and to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list can be found on the Division's website @ [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders are required to review the list prior to completing the certifications. **Failure to complete the certifications will render a bidder's proposal nonresponsive by the Township.** If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

The Contractor and the Township of Galloway (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. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Galloway pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township of Galloway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Galloway, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of Galloway's grievance procedure, the Contractor agrees to abide by any decision of the Township of Galloway, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Galloway or if the Township of Galloway 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 Township of Galloway 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 proceedings is brought against the Township of Galloway or any of its agents, servants, and employees, the Township of Galloway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township of Galloway or its representatives.

It is expressly agreed and understood that any approval by the Township of Galloway 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 Township of Galloway pursuant to this paragraph.

It is further agreed and understood that the Township of Galloway 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 Township of Galloway from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-36 et seq. and 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, 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 appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(CONTINUED)**

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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Submitted by: \_\_\_\_\_  
(Name of the Firm)

Name: \_\_\_\_\_  
(Please print or Type)

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

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

Dated: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**

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

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

The successful bidder shall submit to the Township of Galloway, after the notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter);

**OR**

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

**OR**

3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the Township of Galloway to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

The successful vendor(s) shall complete the employee information report form (AA302) and retain a copy for your file. The vendor should also submit a copy to Galloway Township if this is your first report, and forward one copy with a check in the amount of \$150.00 payable to the Treasurer, State of New Jersey to: New Jersey Department of the Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-36 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-36 and N.J.A.C. 17:27.

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

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**Contractor: Please complete and sign this form and return it with your Bid Proposal.**



## BID DOCUMENT SUBMISSION CHECKLIST

|                         |  |
|-------------------------|--|
| Required<br>With<br>Bid | Read, Signed<br>and Submitted<br>(Bidder's initials) |
|-------------------------|--|

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**

- Stockholder List Certification, properly notarized \_\_\_\_\_
- Affidavit of Non-Collusion, properly notarized \_\_\_\_\_
- Required Evidence EEO/Affirmative Action Regulations Questionnaire \_\_\_\_\_
- Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued) \_\_\_\_\_
- Bid Guarantee (bid bond or certified/cashier's check)  
(Power of Attorney for full amount of Bid Bond) \_\_\_\_\_
- Disclosure of Investment Activities in Iran Statement \_\_\_\_\_
- Consent of Surety (Certificate from Surety Company) Bids over \$100,000.00 \_\_\_\_\_
- Surety Disclosure Statement and Certification \_\_\_\_\_

**B. REQUIRED NO LATER THAN TIME PERIOD INDICATED**

**B.1 SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE**

- Public Works Registration Certificate(s) for the Bidder & Designated Subcontractors  
**(Prior to Award, but effective at time of bid)** \_\_\_\_\_
- License(s) or Certifications(s) Required by the Specifications  
**(Submit documents with bid response)** \_\_\_\_\_
- Right-to-Extend Time for Award \_\_\_\_\_

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE**

**“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”**

- Business Registration Certificate – Bidder must possess a certificate at time  
of bid opening \_\_\_\_\_
- Business Registration Certificate – Designated Subcontractor(s) \_\_\_\_\_

**C. READ ONLY**

- Americans with Disability Act of 1990 Language \_\_\_\_\_

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

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

By Authorized Representative:

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

Print Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**Contractor: Please complete and sign this form and return it with your Bid Proposal.**

**RIGHT TO EXTEND – TIME OF AWARD**

The Township of Galloway is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the Township of Galloway require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the Township of Galloway, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

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

By authorized Representative:

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

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

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

Type of Product or Service Offered: \_\_\_\_\_

\_\_\_\_\_

## DISCLOSURE STATEMENT

I warrant that no Director, Officer or Employee of our company has a family member employed by or affiliated with the Township of Galloway.

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

By authorized Representative:

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

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

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

**STOCKHOLDER LIST CERTIFICATION**

I certify that the list below contains the names and home address 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.

**Check the box that represents the type of business organization:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Limited Liability Corporation |  |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Subchapter S Corporation      |  |

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

**STOCKHOLDERS:**

NAME: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making the Proposal for the bid entitled  
\_\_\_\_\_, and that I executed the said proposal with full  
(title of proposal)

authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Galloway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or under standing for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of contractor)

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_

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

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

| <b>Addendum Number</b> | <b>Dated</b> | <b>Acknowledgement Receipt<br/>(Initial)</b> |
|------------------------|--------------|--|
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |
| _____                  | _____        | _____  |

\_\_\_\_\_ Please place a check mark here, when no addenda were received:

Acknowledgement for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of the Authorized Representative)

Name: \_\_\_\_\_  
(Please Print or Type)

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

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

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

FAILURE TO CHECK ONE (1) OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### PLEASE CHECK THE APPROPRIATE BOX:

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

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive 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 a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.**

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

**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 the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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 the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

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

# VENDOR CHECK LIST

| <u>ITEM</u>                                     | <u>EXECUTED AND ENCLOSED</u> |
|---|------------------------------|
| 1. BID SECURITY                                 | _____ N / A _____            |
| 2. EQUAL OPPORTUNITY LANGUAGE                   | _____                        |
| 3. AFFIRMATIVE ACTION COMPLIANCE NOTICE         | _____                        |
| 4. BID DOCUMENT CHECKLIST                       | _____                        |
| 5. RIGHT TO EXTEND                              | _____                        |
| 6. DISCLOSURE STATEMENT                         | _____                        |
| 7. STOCKHOLDER LIST CERTIFICATION               | _____                        |
| 8. NON-COLLUSION AFFIDAVIT                      | _____                        |
| 9. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA        | _____                        |
| 10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN | _____                        |
| 11. BUSINESS REGISTRATION CERTIFICATE           | _____                        |

NAME OF PERSON PREPARING PROPOSAL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

FAX# \_\_\_\_\_

TELEPHONE# \_\_\_\_\_

BID PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and the advertisement for the equipment or project described and that he will contract to supply the equipment or project in accordance with said specifications.

A Bid Bond, Certified Check or Cashier's Check in the amount of \$\_\_\_\_\_ 10% of the amount bid, not to exceed \$20,000.00 made payable to the Township of Galloway Treasurer, accompanies the proposal.

Bid Bond NOT required.

**Bid due on or before WEDNESDAY, April 15, 2015 AT 11:00 AM**

---

(A CORPORATION)  
The undersigned is (AN INDIVIDUAL) under the laws of the State  
(A PARTNERSHIP) of \_\_\_\_\_

having principle location at: \_\_\_\_\_

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

DATE \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

**Contractor: Please complete and sign this form and return it with your Bid Proposal.**

Township of Galloway

Bid Specifications for One (1) 2015 or Newer,  
Specialized Crane Truck with Ford Chassis or Approved Equal

\*\* Any questions as to the specifications please contact:

Tim McKenna, Superintendant of Utilities, 609-652-3700 x244

## REQUIREMENTS OF BIDDERS

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

The vendor supplying the associated equipment must state the following: That he has a complete service facility to handle all the associated equipment; must be within a 60 mile radius; and that he must include in his bid, the names and telephone numbers of people who can service the equipment or can be reached for emergency service

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

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

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

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

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

Training – One day instructions; as per requirements

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

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

Rustproofing: Entire vehicle to be rustproofed in accordance with NJ DOT 4938-173. Warranty to be for full five (5) years, and issued by manufacturer of rustproofing material. Sample of warranty required with bid.

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

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

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

# Chassis specification for 1 new service truck

## **Manufacturer's Productions Sheet**

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

## **General Instructions**

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

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

## **Errors and Omissions**

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

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

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

## **Specifications Deviations or Substitution**

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

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

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

It shall further be the responsibility of the Bidder when offering an alternate, to furnish proof via manufacturer's drawings, blueprints, certifications, etc., that such is equal or superior to the units specified. Failure to submit the description, descriptive literature or deviations as listed above will mean the Bidder intends to supply the particular item as designated in the specifications and the Authority will so demand. No substitution will be permitted after receipt of the bids.

# Vehicle Profile 2015 or Newer Ford F-550 Regular Cab XL Crane Truck Or Approved Equal

Comply  
Yes      No

## **Powertrain**

Triton 6.8L V-10 SOHC SMPI 30 valve engine \* 175 amp alternator \* 750 amp 78 amp hours (Ah) HD battery with run down protection \* Transmission oil cooler \* 5-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection \* Part-time four-wheel drive with manual transfer case shift, manual locking hubs \* Limited slip differential, driveline traction control, power take-off provision \* 4.88 axle ratio \* Stainless steel exhaust

\_\_\_\_\_

## **Steering And Suspension**

Hydraulic power-assist re-circulating ball steering \* 4-wheel disc brakes with front and rear vented discs \* Firm ride suspension \* Mono-beam non-independent front suspension \* Front anti-roll bar \* HD front coil springs \* HD front shocks \* Rigid rear axle \* Rear leaf suspension \* Rear anti-roll bar \* HD rear leaf springs \* HD rear shocks \* Front and rear 19.5" x 6.00" argent steel wheels \* LT225/70SR19.5 BSW AS front tires \* AT rear tires

\_\_\_\_\_

## **Safety**

4-wheel anti-lock braking system \* Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag \* Front height adjustable seatbelts \* SecuriLock immobilizer, panic alarm, security system

\_\_\_\_\_

## **Comfort And Convenience**

Air conditioning \* AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna \* Power door locks with 2 stage unlock, key fob (all doors) keyless entry \* 2 12V DC power outlets, retained accessory power \* Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer \* Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid \* Steering wheel with tilt and telescopic adjustment \* Power front windows with light tint, driver and passenger 1-touch down \* Variable intermittent front windshield wipers \* Passenger side vanity mirror \* Day-night rearview mirror \* Interior lights include dome light with fade, front reading lights, illuminated entry \* Glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins \* Upfitter switches

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## **Seating And Interior**

Seating capacity of 3 \* 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage \* 4-way adjustable driver seat includes lumbar support \* 4-way adjustable passenger seat \* Vinyl faced front seats with vinyl back material \* Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

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## **Exterior Features**

Side impact beams, front license plate bracket, fully galvanized steel body material, side steps \* Black fender flares \* Black side window moldings, black front windshield molding \* Black door handles \* Black grille \* 2 doors \* Trailer harness, brake controller \* Driver and passenger power remote black heated convex spotter folding manual extendable trailer outside mirrors with turn signal indicators \* Front black bumper with front tow hooks \* Aero-composite halogen headlamps \* Additional exterior lights include cab clearance lights, underhood light, remote activated perimeter/approach lights \* Clearcoat monotone paint \* Snow plow provision

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**Comply**  
**Yes      No**

**Warranty**

Basic ..... 36 month/36,000 mileage  
 Powertrain ..... 60 month/60,000 mileage  
 Corrosion Perforation ..... 60 month/unlimited mileage  
 Roadside Assistance ..... 60 month/60,000 mileage

**Dimensions And Capacities**

|  |                    |                                  |                         |
|--|--------------------|----------------------------------|-------------------------|
| Output .....                                 | 362 hp @ 4,750 rpm | Torque .....                     | 457 lb. ft. @ 3,250 rpm |
| 1st gear ratio .....                         | 3.110              | 2nd gear ratio .....             | 2.220                   |
| 3rd gear ratio .....                         | 1.550              | 4th gear ratio .....             | 1.000                   |
| 5th gear ratio .....                         | .710               | Reverse gear ratio .....         | 2.880                   |
| Curb weight .....                            | 7,800 lbs.         | GVWR .....                       | 18,000 lbs.             |
| Front .....                                  | 6,500 lbs.         | Rear GAWR .....                  | 13,660 lbs.             |
| Payload .....                                | 10,995 lbs.        | Front curb weight .....          | 4,076 lbs.              |
| Rear curb weight .....                       | 3,012 lbs.         | Front axle capacity .....        | 7,000 lbs.              |
| Rear axle capacity .....                     | 13,660 lbs.        | Front spring rating .....        | 6,500 lbs.              |
| Rear spring rating .....                     | 13,660 lbs.        | Front tire/wheel capacity .....  | 7,500 lbs.              |
| Rear tire/wheel capacity .....               | 15,000 lbs.        | Towing capacity .....            | 16,000 lbs.             |
| 5 <sup>th</sup> -wheel towing capacity ..... | 17,800 lbs.        | Front legroom .....              | 41.1"                   |
| Front headroom .....                         | 40.7"              | Front hiproom .....              | 67.6"                   |
| Front shoulder room .....                    | 68.0"              | Passenger area volume .....      | 65.9 cu. ft.            |
| Length .....                                 | 250.5"             | Body width .....                 | 93.9"                   |
| Body height .....                            | 80.7"              | Wheelbase .....                  | 165.0"                  |
| Cab to axle .....                            | 84.0"              | Axle to end of frame .....       | 47.6"                   |
| Front tread .....                            | 74.8"              | Rear tread .....                 | 74.0"                   |
| Turning radius .....                         | 24.3'              | Fuel tank .....                  | 40.0 gal                |
| Rear frame height loaded .....               | 27.9"              | Rear frame height unloaded ..... | 33.4"                   |

**Packages**

Order Code 660A  
 (99Y) Engine: 6.8L 3-Valve SOHC EFI NA V10; (44T) Transmission: TorqShift 5-Speed Auto w/OD : Includes SelectShift.; (X48) 4.88 Axle Ratio; (STDGV) GVWR: 18,000 lbs Payload Package; (TFB) Tires: 225/70R<sub>x</sub>19.5G BSW AS (6); (64Z) Wheels: 19.5" Argent Painted Steel (6); (A) HD Vinyl 40/20/40 Split Bench Seat : Includes driver side manual lumbar support, center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers

**Emissions**

50 state emissions system

**Powertrain**

Engine: 6.8L 3-Valve SOHC EFI NA V10  
 Torque: 457 ft.lbs. @ 3250 rpm.  
 Transmission: TorqShift 5-Speed Auto w/OD  
 Includes SelectShift  
 Limited Slip w/4.88 Axle Ratio GVWR: 18,000 lbs Payload Package

**Wheels & Tires**

Tires: 225/70Rx19.5G BSW Traction; Includes 4 traction tires on the rear and 2 all-season tires on the front. Optional spare is BSW all-season  
Wheels: 19.5" Argent Painted Steel (6)

\_\_\_\_\_  
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**Comply**  
**Yes      No**

**Seats & Seat Trim**

HD Vinyl 40/20/40 Split Bench Seat; Includes driver side manual lumbar support, center armrest, cup holder and storage

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**Other Options**

Monotone Paint Application

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165" Wheelbase/84" Cab to Axle

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Power Equipment Group includes Accessory Delay; Power Locks; Remote Keyless Entry; Perimeter Anti-Theft Alarm; Power Front Side Windows : Includes 1-touch up and down power driver and passenger window; MyKey : Includes Owner Controls Feature; Manual Telescoping Trailer-Tow Mirrors : Includes power heated glass, heated convex spotter mirror and integrated clearance lights/turn signals; SecuriLock Passive Anti- Theft System (PATS). Deletes passenger-side lock cylinder. Includes upgraded door-trim panel

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Snow Plow Prep Package Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: Also allows for the attachment of a winch

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Transmission Power Take-Off Provision

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Trailer Brake Controller verified to be compatible with electronic-actuated drum brakes only

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6" Angular Black Molded-in-Color Running Boards

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Radio: AM/FM Stereo w.Digital Clock; Includes 2 speakers

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**Paint**

Interior colors for primary w/XL – Steel

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Primary colors for primary w/XL – Oxford White

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DeHart / Stellar® TMAX1- 11 Heavy Duty Crane Body Bid Specifications or Approved  
Equal Designed for 84" CA Chassis - 15,000 to 19,000 GVW

**Installer must be a factory authorized distributor for both crane and body – No Exceptions**

**Letter from factory must accompany bid – No Exceptions**

**Body & Crane must be of the same manufacturer for compatibility – No Exceptions**

|  |               |           |
|--|---------------|-----------|
|  | <b>Comply</b> |           |
|  | <b>Yes</b>    | <b>No</b> |

**Body Shell Specifications**

Compartment Tops: Crane compartment tops are to be constructed of heavy-duty, fully welded 1/8" steel tread plate two-sided A40 galvanneal steel

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Compartment Backs: Crane compartment backs are to be constructed of heavy-duty, fully welded 1/8" steel tread plate two-sided A40 galvanneal steel

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Compartment Bottoms: Crane compartment bottoms are to be constructed of 12 ga. two-sided A40 galvanneal steel

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**Compartment Specifications**

Side Compartment Dimensions: All side compartments to be 22" deep and 44" high with a 50" wide floor without wheel well boxes

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Street Side First Vertical Compartment: Body to have one large street side first vertical compartment with internal bolt in vertical divider and dual overlapping doors. Compartment size 60"H x 55.25"W x 22"D. Clear Door Opening 48.25" W x 58" H

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Curb Side First Vertical Compartment: Body to have one curb side first vertical compartment with dual overlapping doors. Compartment size 44" H x 34" W x 22" D. Clear Door Opening 29.50"W x 36" H

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Curb Side Second Vertical Compartment: Body to have on curbside second vertical compartment with single door. Compartment size 44" H x 21.25" W x 22" D. Clear Door Opening 17.25" W x 36" H

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Horizontal Compartments: Both sides of the body are to have one horizontal compartment with dual overlapping doors. SS Horiz - Compartment size 24" H x 53.25" W x 22" D. CS Horiz - Compartment size 44" H x 51.50" W x 22" D. Clear Door Opening 49.5" W x 16" H

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Rear Vertical Compartments: Both sides of the body are to have one vertical compartment with single door to the rear of the wheel. Curb side rear compartment shall be rated to accept 66,000 ft. lb. corner mount crane. See Point 3 For details. SS Rear - Compartment size 44" H x 24.75" W x 22" D. Clear Door Opening 19.25" W x 36" H. CS Rear - Compartment size 44" H x 25.25" W x 22" D. Clear Door Opening 19.25" W x 36" H

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Compartment Floors: Compartment floors will consist of 1/8" steel tread plate with a 1-3/8" return flange on each side. The side compartment shall have the back panel overlapping and interlocking with floor flange to provide support for weight of side compartment

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Shelving: Shelving system to consist of 18ga. bright spangled galvanized shelves with slotted

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**Comply**  
Yes    No

**Crane Compartment Specifications**

Crane Compartment Rating: Drivers side rear compartment shall be rated to accept 44,000 ft. lb. corner mount crane

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Wall Structure: Crane compartment walls are to be comprised of 1/4" steel with 3/4" top plate support. 4" x 1/2" top plate supports shall be used to provide structural integrity

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Pre-drilling: Crane compartment to be predrilled for Stellar manufactured cranes

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Compartment Isolation: Crane compartment to be isolated from the sheet metal forward compartments by a minimum of 1/2" space to prevent side pack twisting while the crane is in operation

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Torsion Box Understructure: 8" x 12ga. Longitudinal torsion box is to include 1/8" tread plate top floor and two 10" longitudinal reinforcements. Two 8" x 3" x 1/4" tube cross members attached to crane reinforcement. One 3" x 2" x 1/8" cross member is to be positioned at the front of the wheel well

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**Door Specifications**

Dual Panel Construction: Doors are to comprise of a 14ga. outer panel and a 20 ga. inner panel consisting of A40 galvaneal steel

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Reinforcement: Doors are to contain hat section reinforcements between panels to increase torsional rigidity

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Door Retainer: Doors are to possess double spring over center door retainers on all vertical doors to keep the door in positive open or closed position

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Appearance: Doors are to have no visible exterior welds as all hinges are riveted directly to the compartment

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**Door Hinge Specifications**

Hinge Construction: All door hinges are to be corrosion resistant and constructed entirely of stainless steel. All hinges must be fully continuous to provide full length support for the doors

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Hinge Protection: All hinges are to provide pry-proof security with a built-in weather shield

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Hinge Security: All hinges are to be spot welded and riveted to the door

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**Door Latch Specifications**

Latch Construction: All latches are to consist of polished stainless steel with a 3-point "T" handle

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Stainless Steel Riveting: All latches are to be attached with stainless steel rivets incorporating stainless mandrels

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Master Locking System: All latches are to be secured with individual locks and a master door locking mechanism with a single location on the curb side and a single location on the street side of the body

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**Door Seal Specifications**

Primary Door Seal Specifications: An automotive 'bulb type' neoprene inner door seal

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**Comply**  
**Yes**    **No**

Secondary Door Seal Specifications: A secondary door seal shall be installed on the outer door perimeter to provide additional seal and prevent door contact with body

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**Tailgate Specifications**

Tailgate Construction: Tailgate is to be constructed of 12" high 12ga. Two-sided galvanneal steel

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Side Supports: Tailgate is to use over center side supports to hold the tailgate open in the horizontal position and flush with the load bed

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Positive Latching: Side supports are to provide positive latching when the tailgate is closed

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Appearance: Doors are to have no visible exterior welds as all hinges are riveted directly to the compartment

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**Work Bench Bumper Specifications**

Work Bench Dimensions: The rear workbench surface is to be 21" x 76" to allow for suitable workspace

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Work Bench Construction: The rear workbench shall consist of a 21" x 76" x 1/4" steel smooth plate with 1-1/2" overhang at the rear to allow clamping

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Vice Mounting Plate: Receiver for vice mounting plate and vice mounting plate shall be included

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Bumper: Bumper shall be 6" x 4" and have a 2" receiver hitch tube. Bumper shall include safety chain eyes

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Workbench Compartment: Thru compartment shall be located under workbench with access doors on each side. Each door will feature stainless steel "T" handle latches

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Stabilizer Housing: Workbench bumper to incorporate a stabilizer housing tube measuring 6" X 4" X 3/8" wall

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**Wiring Harness**

Installation: Wire harness system shall be preinstalled to accommodate crane and compressor installation and allow for the addition of compartment, flood, and emergency lighting options

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Woven Loom: Wiring harness shall be encased in woven loom

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Wire Labeling: All wires are to be labeled for ease of installation/troubleshooting

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Terminals: All wire terminals shall use automotive type connections

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Lighting: Lighting shall meet all FMVSS-108 standards – All L.E.D.

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**Paint Specifications**

Exterior Prime Paint: Body is to be completely immersed in electro deposition gray epoxy prime paint featuring zinc phosphate precoat and seal for additional corrosion protection Prime paint must be oven cured to provide a hard, durable finish

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Exterior Paint: Exterior paint to be hi-gloss baked-on polyurethane enamel to match cab

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**Comply**  
Yes    No

Interior Paint: Interior paint to be mid-gloss, mar resistant, light gray finish on primed bodies and finished white on painted bodies

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Undercoating: Body to be completely undercoated using three (3) mils of petroleum base or equivalent material

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**Manufacturing Specifications**

Origin of Manufacture: Body is to be designed and manufactured in the United States of America

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**Warranty**

Five (5) Year Limited Warranty: The following shall be covered by a minimum five (5) year limited warranty to the first owner/user of record: No Rust-Through Guarantee. Continuous Door Hinge - Guaranteed not to fail to operate or come off of the body. Latches and Lock Cylinders - Unconditional guarantee against failure. Shelves - Guaranteed not to fail in bending under maximum 250lb. rated load

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Two (3) Year Structural Warranty: The following shall be covered by a minimum three (3) year limited warranty to the first owner/user of record: Crane Compartment and Understructure with 44,000 ft. lb. crane maximum

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**Safety Lighting**

Two (2) L.E.D. round strobes at rear, amber light bar on roof with aley lights. 7-prong plug. Electric trailer brake controller

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**Work Lights**

One (1) halogen work light facing bed area, one (1) halogen work light facing work area

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**Tool Box**

9' x 12" x 12" Aluminum diamond plate tool box for safety tripod. Drivers' side top compartment

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**Outriggers**

Fully hydraulic out / down

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**Hydraulic System**

Tandem pump system to operate crane, outriggers, air compressor, alternator

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Speed controls, control console, 45 gallon bulkhead reservoir, filter with back valve

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Guard over oil reservoir

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**Alternator**

Stanley 3500 watt hydraulic driven alternator with duplex outlets at rear of vehicle

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**Roll-Out Trays**

Two 250 pound roll-out trays in each horizontal compartment – 4 in total

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**Window Guard**

Expanded metal window guard on rear body bulkhead

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**Drawers**

60" tall curb side front compartment filled with drawers top to bottom

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**Yes**      **No**

**Compartment Lights**

LED in compartment strip lighting

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**Booster Start System**

Goodall booster start cable system on front bumper – 25' cables

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**Miscellaneous**

Receiver type trailer hitch

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Grab handles at rear

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## DeHart / Stellar Crane Model 5521 or Approved Equal

|                              |  | <u>Comply</u> |           |
|------------------------------|--|---------------|-----------|
|                              |  | <u>Yes</u>    | <u>No</u> |
| <b><u>Specifications</u></b> |  |               |           |
| Crane Rating                 | 29,500 ft-lbs                            | _____         | _____     |
| Standard Boom Length         | 11' (3.35 m) from centerline of crane    | _____         | _____     |
| Boom Extension               |  | _____         | _____     |
| 1 <sup>st</sup> Stage        | Hydraulic 60"                            | _____         | _____     |
| 2 <sup>nd</sup> Stage        | Hydraulic 60"                            | _____         | _____     |
|                              | Manual 60"                               | _____         | _____     |
| Maximum Horizontal Reach     | 21' from centerline of crane             | _____         | _____     |
| Maximum Vertical Lift        | 21' 10" (6.95 m) from crane base         | _____         | _____     |
| Boom Elevation               | -5° to +80°                              | _____         | _____     |
| Stowed Height                | 32" crane only                           | _____         | _____     |
| Mounting Spade Required      | 20" x 21"                                | _____         | _____     |
| Shipping Weight              | 1400 lbs                                 | _____         | _____     |
| Controls                     | Radio control standard for all functions | _____         | _____     |
| Winch                        |  |               |           |
| Rope Diameter                | 5/16"                                    | _____         | _____     |
| Line Pull Speed              | 70 ft/min                                | _____         | _____     |
| Max. Single Part Line        | 2500 lbs                                 | _____         | _____     |
| Max. Double Part Line        | 5000 lbs                                 | _____         | _____     |
| Rotation                     | 400° power (worm gear)                   | _____         | _____     |
| Lifting Capacities           | 5000 lbs @ 5'10"                         | _____         | _____     |
|                              | 1400 lbs @ 21"                           | _____         | _____     |
| Power Supply Required        | PTO & Pump                               | _____         | _____     |
|                              | 8.0 gpm @ 2500 psi                       | _____         | _____     |

### **Defining Characteristics**

Stellar CDT™ Equipped: CDT equipped cranes will engage and communicate with the crane operator by using multiple sensory indicators when approaching maximum capacity. This will include the use of colored LED lights and pulsating vibrations on the handheld remote. The Stellar CDT control system will also allow the operator to go into a boost mode and operate at 118% of its normal operating capacity for a short period of time

Remote Control: Fully proportional multi-functional remote control as a standard feature. The radio remote incorporates a variable speed trigger that allows the operators to feather the crane with precise control. Additionally, the radio remote control handle features engine star/stop functions, compressor on/off, engine speed controls. and an emergency shut-off. It also has LED lights and the ability to vibrate to indicate

Planetary Drive Winch System: To maximize inch speed. A planetary drive winch system with line speeds up to 70 ft/min, giving the 5521 crane over twice the speed. In addition to speed, the planetary winch also provides mechanical and hydraulic breaks for added security

Greaseless Bushings: Maintenance free greaseless bushings

Stainless Steel Pivot Pins: Lower maintenance and extended life

21' of Hydraulic Reach: 2-stage hydraulic extensions

Dual Acting Counter Balance Valves: Integrated into cylinders

Flip Sheave

Anti Two-Block Device

## Specifications for Model SHD-60AF Hydraulic Drive Air Compressor or Approved Equal

|                         |  | <u>Comply</u> |           |
|-------------------------|--|---------------|-----------|
|                         |  | <u>Yes</u>    | <u>No</u> |
| Model                   | SHD-60AF Hydraulic Drive Air Compressor or equal   | _____         | _____     |
| Max Pressure            | 150 psi  | _____         | _____     |
| Output Capacity         | 30 CFM at 100 PSI  | _____         | _____     |
| Hyd. Power Requirements | 10 GPM at 1800 PSI   | _____         | _____     |
| Displacement            | 60 CID, 4-cylinder, single stage   | _____         | _____     |
| Compressor System       | <p>The compressor has a 2-3/4" bore and 2-1/2" stroke. The hydraulic porting is 1/2" minimum on the inlet and 3/4" minimum on the outlet through a 12 volt solenoid on/off valve block. All internal plumbing is steel tubing with JIC fittings. A 3/4" N.P.T. is on the air outlet with a 3/4" one way check valve. The compressor is equipped with a built-in 12-volt electric fan and oil cooler for the main system hydraulic oil. It has stainless steel reed valves, pressure lubrication system and a pulsation manifold tank</p> <p>An air pressure sensing switch shall be installed in the outlet air line and be connected to an air un-loader valve so as to allow the compressor to unload when proper operating pressures are obtained</p> | _____         | _____     |
| Electrical Control      | 12 VDC @ 1-1/2 amps  | _____         | _____     |
| Weight                  | 235 pounds (with reservoir)  | _____         | _____     |
| Dimensions              | 31-1/2" L x 24-1/2" H x 18-1/2" W (with reservoir)   | _____         | _____     |
| Pump                    | Model V480 Pump<br>Single-Stage Four-Cylinder<br>2-3/4" Bore x 2-1/2" Stroke<br>Lubrication - Pressure<br>Discharge - 1/2" NPT<br>Flow - 16 to 30 CFM<br>HP Required - 5, 7-1/2, 10<br>Speeds - 800 to 1300 RPM<br>Weight - 89 lbs   | _____         | _____     |
| Reel                    | 3/8" x 50' spring hose reel mounted in compartment roller fairlead out rear filter, lubricator, regulator  | _____         | _____     |
| Warranty                | Manufacturer shall provide a limited warranty of materials and workmanship for a period of one year from the date of delivery  | _____         | _____     |

Snow Plow

Western pro plus 9'  
Power angle  
Steel Moldboard  
Trip Blade with Shock Absorbers.  
Quick Mount System  
With poly snow Deflector  
5 Year Warranty

ReelCraft

120V ReelCraft Spring Loaded Outlet Reel

Welder

Stellar ARC 225HD or Equal  
Arc Welder/Alternator  
50' Cable Kit  
50" Remote Control w/Control Box  
Mounting Brackets & Pulley

**PROPOSAL PAGE**

**ONE (1) NEW STELLAR SPECIALIZED CRANE TRUCK WITH FORD CHASSIS OR EQUAL**

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

**\*\* DISCOUNTED PRICE IF TWO (2) SPECIALIZED CRANE TRUCKS WITH FORD CHASSIS OR EQUAL ARE PURCHASED**

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

**OPTIONS TO BE PRICE SEPARATELY**

Option 1: Alternator/welder in curb side compartment \$ \_\_\_\_\_

Option 2: Western pro plus 9' Snow Plow \$ \_\_\_\_\_

Option 3: 120V Reel Craft Reel \$ \_\_\_\_\_

**LIST ANY AND ALL AVAILABLE EXTENDED WARRANTIES**

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 4. \_\_\_\_\_ \$ \_\_\_\_\_
- 5. \_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

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

