

**BOROUGH OF LINCOLN PARK**

**MORRIS COUNTY**

**NEW JERSEY**

**PURCHASE OF A 2013 OR NEWER USED SINGLE AXLE REAR LOADER  
GARBAGE TRUCK FOR PUBLIC WORKS**

**BOROUGH ADMINISTRATOR**

**Perry T. Mayers**

**Director / Superintendent of Public Works**

**Rick Beyer**

**BOROUGH OF LINCOLN PARK  
34 CHAPEL HILL RD  
LINCOLN PARK, NJ 07035  
MAYOR DAVID A. RUNFELDT  
RAYMOND KERWIN - COUNCIL PRESIDENT**

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**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Administrator's Office for the Borough of Lincoln Park, Morris County, State of New Jersey on Monday, June 6, 2016 at 10:00am prevailing time in the Borough of Lincoln Park Council Chambers, 34 Chapel Hill Road, Lincoln Park, N.J. 07035 at which time and place bids will be opened and read in public for:

**2013 OR NEWER USED SINGLE AXLE REAR LOADER TRUCK**

*File No. DPW - 2016-01*

ISSUE DATE: May 25, 2016

DUE DATE: June 6, 2016 at 10:00am

Specifications and other bid information may be obtained at the Borough of Lincoln Park Administrator's Office during regular business hours or online at [www.lincolnpark.org](http://www.lincolnpark.org).

Proposals shall be submitted to:

Perry T. Mayers, Borough Administrator  
Borough of Lincoln Park, 34 Chapel Hill Road  
Lincoln Park, NJ 07035

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Perry T. Mayers  
Business Administrator  
Borough of Lincoln Park

## Instructions to Bidders and Statutory Requirements

### **I. Submission of Bids**

- A. Sealed bids shall be received by the Borough of Lincoln Park, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative on June 6, 2016 at 10am at Council Chambers 34 Chapel Hill Rd Lincoln Park, NJ 07035 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

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

## ii. **Changes in the Specifications: Interpretations**

All Bidders must contact the Borough Administrator's office twenty four (24) hours prior to the specified day of the bid opening in order to insure receipt of all addenda.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Any oral interpretation, not documented in writing to all Bidders prior to bid opening or referenced in the bid proposal, shall not be binding upon the Borough.

Every request for interpretation shall be in writing and addressed to the Borough and to be given consideration must be received no later than ten (10) days prior to the scheduled bid opening date, Saturdays, Sundays and holidays excepted. Any and all such interpretations and any supplemental instructions will be in the form of written addenda or bulletins to the Contract documents which, if issued, will be mailed by certified mail, return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than seven (7) days prior to the date fixed for opening of bids, Saturdays, Sundays and holidays, excepted. If overnight service is required same day or overnight delivery can be used. Notice of such addenda or bulletins shall also be published at least seven (7) days prior to the date for acceptance of bids, Saturdays, Sundays and holidays, excepted. Failure of any Bidder to receive any addenda or bulletin shall not relieve such Bidder from any obligation under his bid as submitted. All addenda or bulletins so issued shall become part of the Contract documents and shall be acknowledged in the proposals.

No changes, alterations, additions, or deductions from the scope of work, and/or materials as outlined herein, shall be made without the written consent of the Borough of Lincoln Park.

## iii. **Qualifications for Bidders**

The Borough reserves the power to make such investigations as it deems necessary to determine the ability of a Bidder to perform work, and a Bidder shall furnish the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any bid if the evidence submitted by the Bidder or investigation of such Bidder fails to satisfy the Borough that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Each proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner, all the work covered by the Contract documents within the time specified in the Contract. The Bidder must complete the Bidder Questionnaire in the Bid Package.

#### IV. Bid Proposal Forms

1. **Bid Form** - The Bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.

2. **Bid Guarantee and Consent of Surety**

a. **Bid Guarantee** - Each bid must be accompanied by (i) an acceptable certified cashier's check payable to the Borough or (ii) a Bid Bond issued by a Surety authorized to transact business in New Jersey and acceptable to the Borough. The bid security shall be in the amount of the lesser of ten percent (10%) of the bid price or twenty thousand dollars (\$20,000.00). A properly dated and executed Power of Attorney must accompany the Bid Bond. Failure to submit said bid guarantees shall be cause for rejection of the bid. All bid securities, except those of the three (3) lowest responsible and responsive Bidders will be returned within ten (10) days, Saturdays, Sundays and legal holidays excluded, after award of the Contract.

In the event that the successful Bidder to whom the Contract is awarded fails or neglects to execute the Agreement, to furnish the requisite bond within the time specified and/or to meet other mandatory requirements pursuant to these Contract Documents, the Borough may determine that the Bidder has abandoned the Contract. Thereupon, the award of the Contract shall become a nullity and the bid security shall be forfeited to the Borough.

In the event that the successful Bidder properly executes the Agreement and furnishes all requisite documents within the time specified, the Borough shall return the bid security of the remaining unsuccessful Bidders within three (3) days thereafter, Saturdays, Sundays, and legal holidays excepted.

3. **Non-Collusion Affidavit** - A "Non-Collusion Affidavit" must be completed and submitted with all bid proposals.

4. **Ownership Disclosure Statement** - Any corporation or partnership submitting a bid shall include in the bid proposal package 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, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established pursuant to N.J.S.A. 52:25-24.2 have been listed.

5. **Equal Employment Opportunity Requirements** - Bidders are required to comply with the Employment Goal Compliance Requirements pursuant to N.J.A.C. 17:27 and the Equal Employment Opportunity Requirements pursuant to N.J.S.A. 10:5-31 et seq., as specifically set forth in the attached Exhibit A.

6. **Warranties** - Each bid must be accompanied by printed statements of the warranties.

Proposals received from bidders who do not manufacture the chassis shall provide the Borough with the manufacturer's warranty for the chassis with the bid. Any alterations to the chassis by the bidder must be consistent with the manufacturer's warranty. The Bidder shall be responsible for coordinating all repairs on the chassis with the chassis manufacturer and ensuring that the terms of the manufacturer's warranty are complied with.

v. **Equal Bids**

When two or more bids are equal in all respects, award may be made at the discretion of the Borough by lottery drawing which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

vi. **Lump Sum Price Bids**

Where applicable, lump sum price work includes furnishing and delivering all the materials to do and perform all the work and labor required to be furnished and delivered, done and performed for the Borough and to complete this Contract in strict and entire conformity with the plans and specifications.

vii. **Unit Price Bids**

Where unit price items are delineated in the proposal section of the Contract Documents, it is understood by the Bidder that the Borough may increase, without limit, or decrease, without limit, the quantities to be done under any or all established unit price items. It is further understood by the Bidder that should there be any error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. It is further understood that if his proposal is accepted, it is the unit price which he will receive and which the Borough will pay for the work specified to be done under the items, in the way required and set forth by the Contract Documents without recitation or repetition of said unit prices in the Contractor's proposal.

viii. **Bidding On "Or Equal" Items**

Where a part, accessory or equipment is indicated in the Specifications and described by a brand name or make followed by the "or equal", it is assumed that the bidder is quoting on and will furnish such specified brand names or makes, unless there is a notation attached to the Bid indicating otherwise.

Where the Bidder desires to furnish as equal other than the make and brand specified, he will first bid the part, accessory or equipment to include the make and brand specified where he can, then attach a notation to the bid offering the substitute and indicate any reduction or increase in the price offered. The Bidder shall prove to the satisfaction of the Borough that such substitute is equal to the make and brand specified. Vendor's/Bidder's literature shall not suffice on explaining to these specifications.

ix. **Award of Contract**

1. The Contract shall be awarded to the lowest responsible and responsive Bidder based upon the **BASE BID AMOUNT**. The lowest responsible and responsive Bidder shall have submitted a

proposal which complies with the requirements of these Contract Documents and a bid which is the lowest bid submitted by Bidders possessing the skill, ability, and integrity necessary to the faithful performance of the Contract. The contracting unit shall award the Contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any Bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer periods as may be agreed. All bid security except the security of the three (3) apparent lowest responsible Bidders shall, if requested, be returned after ten (10) days from the opening of the bids, Saturdays, Sundays and holidays excepted, and the Bids of such Bidders shall be considered as withdrawn. Within three (3) days after the awarding of the Contract and approval of the Contractor's Bonds, the bid security of the remaining unsuccessful Bidders shall be returned to them forthwith, Saturdays, Sundays and holidays excepted.

2. The Bidder to whom the Contract has been awarded shall, within fifteen (15) days, Saturdays, Sundays and holidays excepted, of the date of notification of award:
  - a. Execute and deliver to the Borough three (3) copies of the Contract.
  - b. Furnish proof in the form of Corporate Resolutions and/or Notarized Acknowledgments to establish the authority of the person executing the Contract on behalf of the successful Bidder.
  - c. Furnish satisfactory evidence of insurance as required in these specifications.
  - d. Furnish and maintain the requisite bonds, warranties and warranty bond, if required.
  - e. Comply with all other acceptable provisions of the Contract Documents.

3. If the successful Bidder fails to enter into a Contract, as herein provided, the award may be annulled and the Contract let to the next lowest and best qualified Bidder in the opinion of the Borough; and such Bidder shall fulfill every stipulation required herein as if he were the original party to whom the award was made.

4. Upon written request to the Borough the successful Bidder is entitled to receive, within seven (7) days from the date that the successful Bidder's submissions have been found to be acceptable by the Borough, an authorization to proceed, in accordance with the terms of the Contract, on the date set forth in the Contract for the work to commence or upon receipt of authorization if a date to commence work is not set forth in the Contract.

**x. Contract Documents**

All of the terms and conditions in this Contract Packet, including but not limited to the Notice To Bidders, Information To Bidders, Specifications, Bid Proposal, the Contract executed by the successful Bidder and the Borough, and the Resolution authorizing same, shall constitute the Agreement and shall be binding upon all parties in full.

**xi. Bidder's Affidavit and Bidder's Questionnaire**

The Bidder's Affidavit, which verifies the authority of the person submitting the bid on behalf of the Bidding entity, must be completed, signed and notarized. If the Bidding entity is a corporation, the corporate seal must be affixed. The Bidder's Questionnaire must also be completed, signed, sealed and notarized.

**xii. New Jersey Business Registration Requirements**

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to approval action by the governing body of the Borough of Lincoln Park to award a contract to the successful bidder. Proof of registration shall be a copy of the bidder's Business Registration Certificate. A Business Registration Certificate is obtained from the New Jersey Division of Revenue. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Failure to provide the business registration certificate indicating the bidder was legally entitled to conduct business within the state of New Jersey shall cause the bid and any subsequent contract to become null and void. Business registration requirements not provided in the bid packet must be delivered to the Business Administrator's office of the Borough of Lincoln Park.

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

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

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

**xiii. Indemnification**

The successful Bidder shall agree to defend, indemnify, and hold harmless the Borough, its officers, agents, servants, and employees and each and every one of them against and from all damages to which the Borough and any of its officers, agents, servants, and employees may be put (including attorneys' fees and professional fees) through the negligence of said Bidder or Subcontractor of said Bidder or through any improper or defective machinery, implements, or appliances used by said Bidder or Subcontractor of said Bidder in the aforesaid work, or through any act or omission on the part of the said Bidder or its agents, employees, or servants.

**xiv. Insurance Requirements**

1. The successful Bidder shall procure and maintain, at his own expense, until acceptance by the Borough of the contracted work, insurance for liability of the kinds and in the amount hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The successful Bidder shall not commence the work under the Contract until a Certificate or Certificates of Insurance have been furnished to the Borough and found in compliance with these requirements. Said Certificate of Insurance must be provided within fifteen (15) days, Saturdays, Sundays and holidays excepted, of the date of notification of award. Upon request, the successful Bidder shall furnish to the Borough a certified copy of each policy, including the provisions establishing premiums.

2. An endorsement shall be provided that the policies shall not be changed or canceled prior to thirty (30) days after notice to the Borough. The successful Bidder shall be obligated to maintain the insurance and to renew policies where required. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of this Contract, the Borough may refuse to make payment or provide further monies due under this Contract, or refuse to make payment or provide further monies due under other Contracts between the same contracting entities and the Borough. The Borough in its sole discretion may use monies retained under this paragraph to renew the successful Bidder's insurance for the periods and amounts referred to herein. Ultimately, the Borough may default the contracting entity and direct a Surety to complete the project. During any period when the required insurance is not in effect, the Borough may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

3. All insurance required herein shall be maintained during the life of this Contract. Insurance coverage in the minimum amount set forth herein shall not be construed to relieve the contracting entity from liability in excess of such coverage, nor shall it preclude the Borough from taking such other actions as are available to it under provisions of this Contract or otherwise in the law. All insurance policies required hereunder, with the exception of Workers' Compensation and Employers' Liability Insurance, shall include the designation as additional insureds the Borough, their successors, officers, agents, the engineer, employees, and servants. The various requisite types of insurance shall be written for no less than the statutory limits of liability or the limits of liability specified below, whichever coverage is greater:

Bidder must furnish proof of and maintain product liability insurance in the amount of \$2,000,000.00.

**xv. New Jersey Sales Tax**

The Borough of Lincoln Park is a body politic and corporate and as such is qualified for exemption under the New Jersey Sales Tax Law from the sales tax. Therefore, the Contractor shall not charge the sales tax on materials and labor in connection with any work being performed for it. The Contractor should advise his suppliers and furnish them with the necessary exemption forms so that this charge will not be made on this project.

**xvi. Payment of Fringe Benefits**

In accordance with P.L. 1965, c. 173, the contractor and all subcontractors are required to pay all

fringe benefits.

**xvii. Domestic Materials**

The successful Bidder shall comply with N.J.S.A. 40A:11-18, which requires that only manufactured and farm products of the United States, wherever available, shall be used in this project.

**xviii. Material Suppliers**

The successful Bidder may be required to submit a list of material suppliers before signing the Contract.

**xix. Non - Discrimination**

The contractor and any subcontractor shall comply with the New Jersey Non-Discrimination in Employment on Public Works Law, N.J.S.A. 10:2-1 et seq. and the rules and regulations adopted pursuant thereto.

Discrimination on the basis of disability in contracting for the purchase of equipment and services is prohibited. The successful Bidder is required to comply with the provisions of the Americans with Disabilities Act ("ADA"). The successful Bidder further agrees that the provisions of Title II of the ADA are made a part of the Contract and that the successful Bidder is required to comply with the language set forth in Exhibit B.

**xx. Governing Law**

This Contract is governed by the laws of the State of New Jersey.

**xxi. Compliance With All Laws**

The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws and rules and regulations to the work pursuant to the Contract shall be deemed to be included in the Contract as though herein written out in full. The successful Bidder, Subcontractor, and all its representatives shall obey and comply with all such laws, and rules and regulations.

**xxii. Time of Completion and Liquidated Damages**

Bidders must agree to commence the work on the Contract on or before the date to be specified in the notification which will be issued to inform the successful Bidder of the acceptance of the Contract Documents by the Borough. Bidders for the work shall agree to the completion date set forth in the Contract Documents.

Any extension of time beyond the date fixed for completion, performance or acceptance of any part of the work called for by the Contract, or the taking of possession in whole or in part prior to the date of completion of the Work, shall not be deemed a waiver by the Borough of its right to annul or terminate the Contract for abandonment or delay in the manner provided by the terms of the Contract, nor relieve

the successful Bidder from full responsibility.

**xxiii. Payment and Completion**

The Contractor shall prepare and submit to the Borough Administrator accurate statements or invoices of the value of the material incorporated in the work and the work done to the date of the estimates. The statements or invoices shall show a general description of the work completed for which the invoice of payment is being made, and the amount due. All invoices or statements for payments will be subject to verification by the Borough Business Administrator. The Borough shall pay to the Contractor the amount thus determined within forty-five (45) days after approval by the Owner and acceptance of the services or equipment in its entirety.

**xxiv. Termination**

Should the Contractor fail to adhere strictly to the Contract, be negligent or tardy in an unwarranted manner, the Borough reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new Contract.

The Contractor shall save harmless the Borough and their officers and servants from and against any loss, injury or damage resulting from any negligence or fault by the Contractor, or his agents or servants in connection with the performance of the work under this Contract.

**xxv. Assignment**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest therein, or any part thereof or of his power to execute such Contract to any other person, company, or corporation without the prior consent in writing of the Borough, and he shall not assign, whether by power of attorney, or otherwise, any of the monies to become due and payable under this Contract unless by and with like consent. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest, therein, or any part thereof, or of his power to execute this Contract to any other person, company or corporation, this Contract may, at the option of the Borough, be revoked and annulled and the Borough shall thereupon be relieved and discharged from any and all liability and obligations growing out of this Contract to the Contractor and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of the same; and the Contractor and his assignee, transferee or sublessee shall forfeit and lose all monies thereto earned under this Contract, except so much as may be required to pay his employees; and no right under this Contract or to any money to become due hereunder shall be asserted against the Borough, at law or in equity, by reason of any so-called assignment of this Contract or any part thereof, or of any monies to grow due thereunder unless authorized as aforesaid by written consent of the Borough provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

**xxvi. Compliance and Delivery Time**

## 1. Compliance to Minimum Bid Requirement

All Bidders must answer compliance questions in full. If a bidder is basing his proposal on equipment contended to be an equivalent product to what is specified in these bid documents and wants the equipment he proposes to be approved as an approved equal, the bidder must supply with their proposal the manufacturer, make, model and literature of all equipment bid. If not submitting his proposal with the brand names specified, Bidder shall submit a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or any item. NOTE, this full and detailed written comparison of each and every item must be included with this proposal or the bid will be rejected as non-responsive to the specifications.

## 2. Post-Delivery Inspection and Training

The price bid shall include the cost of post-delivery inspection service and training of the operators for the equipment, after it is ready to be placed in service. This inspection and training will take place at a Borough facility within two (2) weeks of delivery of vehicle. The inspection shall include the following:

- a. Check all operating systems for proper operation and adjustment.
- b. Check equipment visually for leaks and material defects.
- c. Training of all the mechanics as to proper preventive maintenance on the unit.
- d. Operator training on basic operating practices.

## 3. References

The Borough reserves the right to request a reference list of five (5) current users of the equipment being bid. Failure to supply a reference list within three (3) days following the request will result in the bidder being rejected. Bidder may submit reference list with proposal.

## 4. Delivery

Delivery date shall be sixty (60) calendar days after receiving Notice of Award from the Borough. Bidder must supply owners/operators/parts manuals upon delivery of the equipment.

## BID PROPOSAL FORMS

Each bid submitted must contain the following forms, documents and items:

<u>Bid item</u>	<u>Required if marked with “x”</u>
<u>1. Bid proposal</u>	<u>X</u>
<u>2. Bid guarantee</u>	<u>X</u>
<u>3. Consent of surety</u>	<u>X</u>
<u>4. Certified power of attorney</u>	
<u>5. Appropriate acknowledgement</u>	<u>X</u>
<u>6. Non-collusion affidavit</u>	<u>X</u>
<u>7. Ownership disclosure statement</u>	<u>X</u>
<u>8. Bidder questionnaire</u>	<u>X</u>
<u>9. Bidders affidavit</u>	<u>X</u>
<u>10. New Jersey Business Registration Certificate</u>	<u>X (in accord with current NJ State law)</u>
<u>11. Warranty Bond</u>	

If any of these forms are missing from the bid proposal packet at opening, the bid may be rejected. As between two Bidders whose bid proposals are otherwise equal, a Bidder who has completed and included all forms correctly will be awarded the Contract.

All bid packages accepted at the time fixed for opening are accepted conditionally pending a full review by the BOROUGH attorney as to proper form of all documents submitted.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_ §:

I, \_\_\_\_\_ of the \_\_\_\_\_  
of \_\_\_\_\_ in the County of \_\_\_\_\_,

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

I am \_\_\_\_\_  
of the firm of \_\_\_\_\_.

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to \_\_\_\_\_

before me on this \_\_\_\_\_ day \_\_\_\_\_

of \_\_\_\_\_ 20\_\_ (Also type or print name of affiant under signature)

\_\_\_\_\_  
NOTARY PUBLIC OF

My Commission Expires \_\_\_\_\_

**OWNERSHIP DISCLOSURE STATEMENT**

(If bidder is a sole proprietorship, check here [ ] and do NOT complete this statement.)

The undersigned, as bidder, in accordance with N.J.S.A. 52:25-24.2, declares and submits this Statement of Ownership:

Bidder is a Corporation [ ] Partnership [ ] Joint Venture [ ]

[ ] I certify that the list below contains the names and home addresses of all stockholders holding an interest of Ten Percent (10%) or more in the issued and outstanding stock of the undersigned.

[ ] I certify that no one stockholder owns an interest of Ten Percent (10%) or more in the issued and outstanding stock of the undersigned.

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)	
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**THIS STATEMENT MUST BE INCLUDED WITH THE BID SUBMISSION**

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

\_\_\_\_\_  
Signature

This \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Print Name

My Commission expires:

\_\_\_\_\_  
Title  
(Corporate Seal)

\_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT FORM**

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person signed, sealed and delivered the attached documents as of the corporation named in this document;
- b) the proper corporate seal was affixed; and
- c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

\_\_\_\_\_

(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

\_\_\_\_\_, \_\_\_\_\_.

My commission expires on

\_\_\_\_\_, \_\_\_\_\_.

**INDIVIDUAL ACKNOWLEDGMENT FORM**

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_

SS.:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- a) \_\_\_\_\_ is named in and personally signed the attached documents; and
- b) \_\_\_\_\_ signed, sealed and delivered this document as his or her voluntary act and deed.

\_\_\_\_\_

(Print name and title below signature)

A Notary Public in the State of New Jersey

Signed and Sworn to before me on

\_\_\_\_\_, \_\_\_\_\_.

My commission expires on

\_\_\_\_\_, \_\_\_\_\_.



**RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION**

BE IT RESOLVED that \_\_\_\_\_ is authorized to sign and submit the bid or proposal of this corporation for this project and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the contractual agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL OF CORPORATION

\_\_\_\_\_  
Secretary

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the contract documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_

**STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED & DISQUALIFIED BIDDERS**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY

§:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the

County of \_\_\_\_\_ and the State of \_\_\_\_\_, am of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so that said bidder at the time of making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that The Borough of Lincoln Park shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Insert Name and Title of Affiant)

\_\_\_\_\_  
(Insert Name and Address of Contractor)

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_

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

My commission expires \_\_\_\_\_, 20\_\_\_\_

PLACE CORPORATE SEAL

HERE IF APPLICABLE

BOND NO. \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

\_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
onto the BOROUGH of Lincoln Park, as Oblige, in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment of which sum,  
well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated \_\_\_\_\_,  
\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW THEREFORE, if the Principal shall not withdraw said bid within sixty (60) days after the date of the opening of same, and if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds within the time specified, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth hereinbelow.

Signed, Sealed and Dated \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Principal)

(CORPORATE SEAL)

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
(PRINT OR TYPE NAME AND TITLE)

WITNESS:

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
(Attorney-in-Fact)

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, the \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Jersey do hereby consent and agree with the BOROUGH of Lincoln Park, that if the foregoing proposal of \_\_\_\_\_ hereinafter call the Contractor, for \_\_\_\_\_ be accepted, and a Contract for said work be awarded to said Contractor, we will, upon its being so awarded, become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set forth in the Proposal and Specifications and shall provide security through the issuance of not less than a Performance Bond to be in an amount equal to one hundred percent (100%) of the Contract price and to be conditioned so as to indemnify the BOROUGH against loss due to the failure of the Contractor to fulfill the obligations and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement to be signed by its duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

BY: \_\_\_\_\_  
Attorney-in-fact (type name below signature)

NOTE: Consent of Surety must be signed by an authorized agent or representative of the Surety Company. The Consent of Surety and Bid Bond are to be accompanied by a consistently dated Power of Attorney.

**AFFIRMATIVE ACTION CERTIFICATION**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the Contract or receipt of the Contract, whichever is sooner, the Contractor should present one of the following to the Borough of Lincoln Park:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Contractor has an existing, Federally-approved or sanctioned Affirmative Action Plan that is good for one year from the date of letter.  

OR
2. A photocopy of the Contractor’s approved Certificate of Employee Information Report.  

OR
3. An Affirmative Action Employee Information Report (Form AA302).

All successful construction contractors must submit, within three (3) days of the signing of the Contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the public agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.**

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The following questions must be answered by all bidders:

1. Do you have a Federally-approved or sanctioned Affirmative Action Program?

YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTE: A bid must be rejected as non-responsive if the bidder fails to comply with the requirements of P.L. 1975, c.127, within the time frame specified there**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS,  
PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 et seq.**

During the performance of the 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 send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act [i.e. N.J.S.A. 10:5-31 et seq.] 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies

including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; and
3. Employee Information Report Form AA302

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

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS.**

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity for Individuals with Disabilities**

The Contractor and the Borough of Lincoln Park do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the “Act”), 42 U.S.C. § 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of the Contract. In providing any aid, benefit, or service on behalf of the Borough of Lincoln Park pursuant to the 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 the Contract, the Contractor shall defend the Borough of Lincoln Park in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Borough of Lincoln Park, 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 Borough of Lincoln Park grievance procedure, the Contractor agrees to abide by any decision of the Borough of Lincoln Park that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough of Lincoln Park incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge same of record at its own expense.

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

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

It is further agreed and understood that the Borough of Lincoln Park assume no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim that may arise out of their performance of the Contract. 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 the Contract, nor shall they be construed to relieve the Contractor from any liability or to preclude the Borough of Lincoln Park from taking any other actions available to it under any other provisions of the Contract or otherwise by law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF REVISIONS OR ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1(1)(a), the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I \_\_\_\_\_, acknowledge receipt of the following notices, addenda, and/or revisions:

Local Unit Reference Number or Title of Notice/Addendum/Revision	Method of Receipt (Mail, fax, pick-up, etc.)	Date Received

**Acknowledgement by Bidder:**

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

By Authorized Representative:

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

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

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

**SUBCONTRACTOR LIST**

Prime Subcontractors shall be all subcontractors to whom the Bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work; steam power plants, steam, and hot water heating and ventilating apparatus and all kindred work; electrical work; and structural steel and ornamental iron work. If needed in the performance of this bid, the following prime Subcontractors will be employed to perform the following work:

- 1. Name & Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Work: \_\_\_\_\_
  
- 2. Name & Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Work: \_\_\_\_\_
  
- 3. Name & Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Work: \_\_\_\_\_
  
- 4. Name & Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Work: \_\_\_\_\_

AN EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime Subcontractors must be listed above. Prior to award of the Contract, the successful Contractor must provide to the Borough of Lincoln Park the names of all Subcontractors, including non-prime subcontractors, along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER'S PERSONNEL**

NOTE: Give the names of all vested owners in the business entity and/or officers of the corporation.

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NOTE: Give the name of the person or executive who will give personal attention to work whenever required.

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**BIDDER QUESTIONNAIRE**

1. Bidder name, address, phone number, and person to contact:

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2. Is your principal place of Business in New Jersey? Yes ( ) No ( )  
If your answer is No:

a. State here the name, address, and phone number of the person authorized to accept legal process in New Jersey

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b. Identify here the date that Bidder became authorized to transact business in New Jersey \_\_\_\_\_ and attach hereto a copy of a current Certificate of Authorization from the State of New Jersey.

3. List the names and addresses of all officers of the bidding entity and/or all other persons having an interest as principals in the foregoing bid:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Have any of the above individuals or any other principal in the bidding company been in bankruptcy? Yes ( ) No ( ); If Yes, provide information:

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5. Have any of the individuals referred to in No. 3 or No. 4 been an officer in a company which has been in bankruptcy? Yes ( ) No ( ); If Yes, provide information:

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6. State the number of years this bidding entity has been in business\_\_\_\_\_.

7. Has the Company always been in the same business?  
Yes ( ) No ( ); If No, list here the Company's business history with specific dates.

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8. Has this company ever failed to complete work on or been declared in default on any Contract? Yes ( ) No ( ); If Yes, provide information:

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9. List the number of permanent employees in the Company.

Supervisory \_\_\_\_\_ Labor \_\_\_\_\_

10. List Bank references.

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. List the general business references.

Name	Type of Business	Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. List three projects most recently undertaken by your company which were similar in type and size to the project proposed herein. Attach additional pages if necessary. For each project listed, include the following information: the Owner of the project, description, date started, date completed, name of Owner contact, and telephone number.

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13. List equipment owned by the company which will be necessary to the work.

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14. List equipment which you expect to purchase to accomplish the work.

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15. List equipment which you expect to rent to accomplish the work.

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16. Will any part of the work be subcontracted? Yes ( ) No ( ).

Bidders must identify all subcontractors who will be used in the work except vendors, and must actually use the subcontractors listed. Furthermore, for work which requires State licenses or permits, Bidder must provide license and/or permit number, expiration dates, and copies of the documents for all affected subcontractors. If applicable, Bidders shall supply said information with respect to their own licenses and/or permits.

Failure to provide any of the foregoing information will result in rejection of the bid. Attach additional sheets if necessary.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TRADE: \_\_\_\_\_ LICENSE/PERMIT \_\_\_\_\_

17. Affirmative Action:

If designated as the successful Bidder, Bidder agrees to submit an Initial Project Manning Report (form AA-201) upon execution of the contract or not later than three (3) days thereafter.

The undersigned certifies that all of the preceding information contained in the Bidder Questionnaire is true and correct.

\_\_\_\_\_  
(Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Print name and title below signature)

A Notary Public in the State of New Jersey  
Signed and Sworn to before me on  
\_\_\_\_\_, \_\_\_\_.

My commission expires on  
\_\_\_\_\_, \_\_\_\_.

## **CONTRACT FORMS**

The forms described hereinafter shall be utilized and provided upon the determination by the BOROUGH to award the Contract to a successful Bidder.

1. Notice of Award: To be completed by the BOROUGH and transmitted to the successful Bidder.

2. Contract Acceptance, Performance Bond, Labor and Materials Payment Bond and three copies of the Contract are to be executed by the successful Bidder and returned to the BOROUGH within fifteen (15) days of the Notice of Award. The BOROUGH shall execute the Contract Acceptance after it has determined that the successful Bidder has submitted requisite documents in response to the Notice of Award.

3. Certificate of Insurance: The successful Bidder must submit within fifteen (15) days of the Notice of Award a Certificate of Insurance verifying that said Bidder has obtained insurance coverage which is in compliance with the terms and conditions set forth herein.

4. Notice to Proceed: The BOROUGH's notification to the successful Bidder to proceed with the work pursuant to the Contract.

**NOTICE OF AWARD**

TO:

CONTRACT DESCRIPTION:

You are hereby notified that the Bid submitted by you on \_\_\_\_\_ in the total bid price amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the above-described Contract has been accepted by the BOROUGH.

You are required to execute the Contract Acceptance Form to verify your acceptance of this Contract and to furnish the requisite documents, including the Guarantees and the Certificate(s) of Insurance, within fifteen (15) days after the date of this Notice. If you fail to offer responsive documents within fifteen (15) days from the date of this Notice, the BOROUGH will be entitled to consider all of your rights arising out of the BOROUGH's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond and the BOROUGH will be entitled to such other rights as may be granted by law.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BOROUGH OF LINCOLN PARK

By: \_\_\_\_\_

Title: Borough Administrator

**CONTRACT ACCEPTANCE**

\_\_\_\_\_ hereby accepts the Contract for a 2013 or Newer Used Single Axle Rear Loader Truck or Approved Equivalent and agrees to conform to all of the terms and conditions of the Contract Documents and to perform services or furnish the labor and/or materials as set forth in the Contract Documents for the price(s) as set forth in our bid, a copy of which is attached hereto and made a part hereof at the locations of \_\_\_\_\_.

FOR CONTRACTOR:

DATED: \_\_\_\_\_ (PRINCIPAL: Type or print name below)

\_\_\_\_\_  
WITNESS OR ATTEST (IF CORPORATION, PLACE SEAL HERE)

FOR BOROUGH OF LINCOLN PARK:

DATE: \_\_\_\_\_

\_\_\_\_\_  
BOROUGH CLERK MAYOR

Communications concerning this proposal should be transmitted to the address of Bidder as follows:

(PLACE SEAL HERE IF APPLICABLE)

\_\_\_\_\_  
(Bidding Entity)

\_\_\_\_\_  
(Name and Title of Principal)

\_\_\_\_\_  
(Business Street Address)

\_\_\_\_\_  
(City and State)

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Project:  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified that the work under the above referenced Agreement dated \_\_\_\_\_, \_\_\_\_\_, is to commence on \_\_\_\_\_, \_\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, \_\_\_\_\_.

You are required to return and acknowledge copy of this Notice to Proceed to the Owner.

BOROUGH OF LINCOLN PARK

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED  
is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BY: \_\_\_\_\_

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

**SPECIFICATIONS FOR A 2013 OR NEWER USED  
SINGLE AXLE REAR LOADER GARBAGE TRUCK**

	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
<b><u>FRAME:</u></b>		
Frame Rails: 10-5/8" x 5/16"	_____	_____
Section Mod: 14.80, RBM: 1,776,000 LBS	_____	_____
Bumper with license provisions, aerodynamic, painted	_____	_____
35,000 GVWR AS FACTORY MANUFACTURED	_____	_____
<b>EXCEPTIONS:</b> _____		
_____		

**AXLES & SPRINGS:**

**Front Axle:**

12,000 Lb. front axle with 12,000 Lb. front springs and shock absorbers	_____	_____
Dana Spicer E-12021 12K	_____	_____

**Rear Axle:**

23,000 Lb. rear single axle	_____	_____
Gear ratio shall be appropriate for landfill use and be able to obtain 65 MPH road speed	_____	_____
Dana Spicer S23-170	_____	_____
Rear Axle Ratio 6.14	_____	_____

**BRAKES:**

S cam style air brakes	_____	_____
Anti-lock braking system, Bendix	_____	_____
Front brake shoes minimum 16.5" x 5.0"	_____	_____
Rear brake shoes minimum 16.5" x 7.0"	_____	_____
Dust shields front & rear	_____	_____

**EXCEPTIONS:**

\_\_\_\_\_

\_\_\_\_\_

	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
<b><u>EXHAUST:</u></b>		
Single right hand with vertical right hand SOC tailpipe.	_____	_____
Tailpipe: 5", Single 30", 45 degree curved	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

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<b><u>ELECTRICAL:</u></b>		
Minimum of three (3) 12 volt 700 CCA maintenance free batteries shall be included	_____	_____
_____		
Minimum 110 amp alternator, brushless	_____	_____
12 volt outlet in cab for charging accessories	_____	_____
Electric horns	_____	_____
Low oil pressure indicator.	_____	_____
Low coolant/ high water temperature indicator.	_____	_____
Low windshield washer fluid sensor with dash mounted indicator	_____	_____
Halogen headlamps	_____	_____
Dome light	_____	_____
AM/FM radio with multiple dual cone speakers'	_____	_____
Steering mounted stalk controls for high/low beams and turn signals.	_____	_____
Self –cancelling turn signal	_____	_____
Back up alarm	_____	_____
Strobe Light two (2) mounted on rear of body.	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

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<b><u>POWER STEERING:</u></b>		
Gear driven power steering with dual steering gear.	_____	_____
18" dia. steering wheel with horn controls on spokes	_____	_____
Adjustable steering column	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

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<b><u>TILTING FRONT END:</u></b>	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
Constructed from fiberglass with separate replaceable left and right fenders	_____	_____
Tilting front hood.	_____	_____
Chrome grille	_____	_____
Sloped aerodynamic hood with separate bumper	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

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**ENGINE:**

<b>Minimum</b> Paccar PX-6 diesel engine, six cylinder turbo diesel	_____	_____
Minimum of 280 HP.	_____	_____
Integrated factory engine brake	_____	_____
Electronic speed control with dash mounted switch	_____	_____
Heavy duty air cleaner: Donaldson Dry Type	_____	_____
Minimum 750 watt engine block heater with weather proof outlet	_____	_____
Cooling system shall be factory filled with permanent type long life coolant	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

**TRANSMISSION:**

Allison model 3000-RDS with PTO provision.	_____	_____
Six (6) forward speeds	_____	_____
Push button gear selector	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

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<b><u>FUEL TANK/ACCESSORIES:</u></b>	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
Minimum 56 gallon fuel tank mounted left side under cab	_____	_____
Fuel tank straps shall be insulated from tank surface	_____	_____
DEF Tank: located right hand side	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

**CAB:**

<b><u>All Aluminum Cab</u></b>	_____	_____
206" Wheel base for maximum in town maneuverability	_____	_____
All windows and door locks shall be electrically operated	_____	_____
Entry assist handles on each side of cab	_____	_____
Air suspension driver's seat with dual arm rest adjustable lumbar support	_____	_____
Two (2) passenger Bench seat	_____	_____
Insulated black rubber floor mat	_____	_____
Factory installed air conditioning, heater and integral defrost.	_____	_____
Electrically heated and motorized mirrors with convex heads on both sides of cab	_____	_____
Convex mirror mounted driver and passenger side door	_____	_____
Look down mirror mount right hand side	_____	_____
Right side door peeper window.	_____	_____
All gauges to include speedometer, tachometer, hour meter, oil pressure, water temperature, transmission temperature,	_____	_____
Air horn shall be included	_____	_____
Back up camera mounted rear with monitor cab mounted	_____	_____
Radio: AM/FM with clock LED	_____	_____

**EXCEPTIONS:** \_\_\_\_\_

**HEIL FORMULA 4000 MID-RANGE REAR LOADER SYSTEM**

The following specifications describe a 20 cubic yard mid-range rear loader unit designed to load and unload a variety of recyclable material.

	<b>COMPLY</b>	
<b>CAPACITY:</b>	<b>YES</b>	<b>NO</b>
The packer body shall have a capacity, excluding the receiving hopper, of not less than 20 yards.	_____	_____
The hopper shall have a volumetric capacity of 2.66 cubic yards.	_____	_____

**BODY CONSTRUCTION:**

The body interior shall have a smooth floor without a trough. The sides and roof interior shall also be smooth.		
In order to prevent damage from corrosion and fire, no hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body.	_____	_____
Body sides, roof and floor shall be reinforced so as to withstand continuous operation at maximum imposed loads without harmful deformation or excessive wear.	_____	_____
Body roof shall be minimum 11 gauge 50,000 PSI minimum yield steel.	_____	_____
Body Floor – Minimum 10 gauge 50,000 PSI minimum yield steel sheet.	_____	_____

**TAILGATE CONSTRUCTION:**

Tailgate sides shall be single piece 10 gauge 50,000 PSI minimum yield steel		
The tailgate shall be raised with two (2) single acting 3” bore x 31” stroke hydraulic cylinders .The cylinders shall incorporate an integral orifice which will limit the descent speed of the tailgate in the event of hydraulic failure.	_____	_____

**PACKING MECHANISM:**

Packing cycle control shall be mechanical, lever operated on the right hand side of the tailgate. A two lever design, the operator shall have the capability to start, stop and reverse the direction of any function at any time throughout the packing cycle.		
The packing cycle time shall be no greater than 22-26 seconds.	_____	_____
Operator reload time shall be no greater than 12-15 seconds.	_____	_____

**CONTROLS:**

**COMPLY**  
**YES      NO**

The ejector panel and tailgate raise controls shall be mounted outside the body on the front left hand side of the body. Direct connection of the control handles to the valve spool shall exist to minimize moving parts and allow for ease of service.

\_\_\_\_\_

An additional throttle advance switch shall be located at the front left hand side of the body within hands reach of the ejector and tailgate raise controls.

\_\_\_\_\_

Power take off controls shall be conveniently mounted in the cab, preferably to right side of the driver.

\_\_\_\_\_

**HYDRAULIC SYSTEM:**

A heavy duty, single speed power take-off shall be provided and shall be compatible with that of chassis transmission.

\_\_\_\_\_

A heavy duty gear pump shall be provided with a rated capacity of 18-24 GPM @ 1000 RPM depending on PTO ratio.

\_\_\_\_\_

The hydraulic pump shall be designed to operate continuously with peak loading at frequent, short intervals.

\_\_\_\_\_

The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads.

\_\_\_\_\_

The hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise.

\_\_\_\_\_

**Hydraulic Oil Reservoir:**

The hydraulic oil reservoir shall have a gross capacity of 45 gallons and a useable capacity of 35 gallons when filled with hydraulic fluid.

\_\_\_\_\_

The tank shall be complete with a screened fill pipe and cap, filter breather, oil level sight gage, a 2" suction line shut-off valve, and clean out cover.

\_\_\_\_\_

The hydraulic system shall be protected by an external mounted ten (10) micron return line filter.

\_\_\_\_\_

**HYDRAULIC CYLINDERS:**

All non-telescopic cylinders must have a working pressure rating of no less than 2500 PSI.

\_\_\_\_\_

Packing and slide cylinders must be of the internal cushion design so that hydraulic shock and audible noise is minimized.

\_\_\_\_\_

Rods of packing slide cylinders shall be chrome plated.

\_\_\_\_\_

**SERVICE:**

CHASSIS- State location and distance from DPW yard.

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BODY – State location and distance from DPW yard.

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**Base Bid Price for Vehicle**

\_\_\_\_\_

**OPTIONS:**

**COST**

Front and rear spare tire with rims, mounted.

\_\_\_\_\_

Paint chassis and body: Omaha Orange (If not already painted as such)

\_\_\_\_\_

**Extended Warranty:**

Engine – 2 years/100K miles

\_\_\_\_\_

Engine/Transmission – 2 years/100K miles

\_\_\_\_\_

Engine/Transmission/Rears – 2 years/100K miles

\_\_\_\_\_

Critical Components Package (turbo charger, engine fuel injectors, water pump, fuel pump and ECM - 2 years/100K miles

\_\_\_\_\_