

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Monroe Municipal Utilities Authority will receive and open bids at the Authority Business Office on **Wednesday, June 12, 2024, at 10:00 a.m.** at 372 South Main Street, Williamstown, New Jersey 08094, for the following:

COMPACT TRACK LOADER

All bids must be submitted to the Authority Business Office not later than the time advertised. Each bid must be enclosed in a sealed envelope and the provisions as set forth in the "Advertisement for Sealed Bids" be followed.

"BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A.10:5-31. and N.J.A.C. 17:27 et seq. (Affirmative Action.) The bidder is also further notified that he must comply with P.L 2004 c. 57 and submit proof of a New Jersey Business Registration Certificate and submit proof of business registration for any named subcontractors in accordance with the act.

The Authority reserves the right to reject any or all bids if deemed to be in the best interest of the Authority to do so. The Monroe Municipal Utilities Authority also reserves the right to hold all bids up to sixty (60) days before rejecting or awarding any bid.

Copy of specifications are available at the Authority Business Office, 372 South Main Street, Williamstown, New Jersey, during regular office hours 7:30 A.M. to 3:30 P.M. They can also be found on the Authority's website: <https://www.monroemuani.com> under "Public Notices."

Frank Cossabone, Superintendent
MONROE MUNICIPAL UTILITIES AUTHORITY

TECHNICAL SPECIFICATIONS
FOR
COMPACT TRACK LOADER

MONROE MUNICIPAL UTILITIES AUTHORITY

372 S. Main St
Williamstown, NJ 08094

Prepared by:

Frank Cossabone
Superintendent
Monroe MUA

General Information

The Monroe MUA is requesting bids for the purpose of purchasing a 2024 Compact Track Loader.

The checklist included must have each line specification checked. Any specifications checked "NO" must be explained in writing and included in the bid package. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as part of the bid. Any exception **MUST** be specifically stated by the bidder as an exception and a detailed statement defining exception or exceptions **MUST** accompany bid.

Additional Information

**Compact Track Loader shall be a new 2024 model year or newer*

**Track Loader shall be equipped with bucket for bid price*

**Additional attachments i.e. cold planer, auger, grapple, broom (purchased separately/not included in this bid) shall be manufactured by same Manufacturer as Track Loader.*

**Bid must include documentation that Track Loader can support and is manufactured by same company as Track Loader. Secondary/After Market attachments shall be listed in bid if needed.*

**All warranty work, routine maintenance shall be performed by qualified technicians from vendor. If work is to be performed from outside company that must be clearly stated in bid.*

**Any additional costs associated with Track Loader, i.e. delivery, extended warranty, shall be included and listed in bid price*

**All standard warranty information shall be provided and listed in bid*

**A delivery date shall be included in bid package. Delivery date shall be an estimated lead time that is as accurate as possible. Delivery time is considered the time vendor receives purchase order to when Track Loader is delivered.*

Evaluation Criteria includes, but is not limited to:

- Unit Price
- Delivery
- Needs and Requirements of the Monroe MUA
- Bidders past performance record with the Monroe MUA

Price Form

Track Loader per Specifications: \$ _____

Brand/Model Bid: _____

Delivery Price (if not included above) \$ _____

Delivery Time After PO is Received: _____

Standard Warranty Info: _____

Extended Warranty Price and Info: \$ _____

BASIC SPECIFICATIONS

Y ___ N ___ Net power using SAE 1349 shall be at least 106 hp (79 kW).
 Y ___ N ___ Gross power using SAE J1995 shall be at least 110 hp (82 kW).
 Y ___ N ___ Operating weight shall be 12704 lb (5790 kg).
 Y ___ N ___ Machine shall have a maximum length of 154.7 in (3931 mm) with bucket on ground and 125.5 in (3189 mm) without bucket on ground.
 Y ___ N ___ Machine width shall be 76.0 in (1931 mm) when equipped with 15.7 in (400 mm) wide tracks.
 Y ___ N ___ Machine width shall be 75.0 in (1901 mm) when equipped with 17.7 in (450 mm) wide tracks.
 Y ___ N ___ Machine height at the top of the cab shall be 83.6 in (2125 mm).

ENGINE

Y ___ N ___ Engine shall be a 3.8L Turbo Diesel Engine, meeting Tier 4 Final (Stage IV) Emissions Standards
 Y ___ N ___ The engine emissions solution shall incorporate the latest Tier 4 Final emissions technology which captures particulate matter by utilizing a wall flow filter design.
 Y ___ N ___ Engine shall be direct fuel injected, turbocharged, liquid cooled and shall have four cylinders.
 Y ___ N ___ Engine shall have a total displacement of not less than 232 in³ (3.8 L).
 Y ___ N ___ The engine shall be equipped with an alternator that has a charging capacity of at least 100 amperes.
 Y ___ N ___ Air Inlet heater shall be provided for improved starting in cold weather (not either starting aid).
 Y ___ N ___ Air filtration shall be accomplished via a radial seal air cleaner with a secondary backup, as well as a convenient in-cab air flow restriction indicator. The air intake system shall be designed to accept an external pre-cleaner.
 Y ___ N ___ The machine shall not have any cooling cores or condenser mounted or stacked on top or below the radiator, restricting cooling capability.
 Y ___ N ___ The engine and hydraulic oil coolers shall have an ambient temperature cooling capacity of 109 degrees F (43 degrees C)
 Y ___ N ___ The cooling system shall pull air in from the rear of the machine and exhausted through the top of the cooling package, directing it away from the operator and site bystanders.
 Y ___ N ___ The cooling fan shall not be belt driven, but should be powered by a hydraulic motor that is demand driven (actuated by an electrical solenoid) based on climate and heat loads. When fan is active it must maintain consistent airflow and fan speed, even under a load that would cause the engine to lug.
 Y ___ N ___ Reversing Fan must be available to assist in removing material from the rear door intake screen. Must provide both automatic and manual purge modes.
 Y ___ N ___ The machine shall have an electronic torque management system that automatically desrokes the hystat pump to reduce the chance of stalling the engine during lugging.
 Y ___ N ___ There shall be no more than Two belts driven off the engine.
 Y ___ N ___ The machine shall have braided, color-coded and numbered wiring harness for easy identification.
 Y ___ N ___ The machine shall be equipped with a battery that has at least 12 volts and 1000 CCA for cold start capabilities in 32 degrees F (0 degrees C) climate.
 Y ___ N ___ The machine shall be equipped with a Battery Disconnect switch (master switch) which will provide a basic level of machine security and prevent battery drain during periods of inactivity.
 Y ___ N ___ The machine shall be equipped with a water-in-fuel sensor and in cab indicator.
 Y ___ N ___ Exhaust flow and cooling package airflow should be mixed to reduce temperature of exhaust gases leaving the exhaust stack.

POWERTRAIN/TRANSMISSION

Y ___ N ___ Two hydrostatic axial piston drive pumps shall be spined directly to the engine via a flexible coupling for maximum efficiency, reliability and serviceability and shall power the final drive motors, driving the tracks.
 Y ___ N ___ Hydrostatic drive pumps shall be contained in a mono-block housing for maximum reliability and durability.
 Y ___ N ___ The drive system shall be of an external positive drive with steel on steel contact of tooth and sprocket engagement.
 Y ___ N ___ Electronic hand throttle (dial) shall be provided to allow the operator to match engine speed to a task. The hand throttle shall allow the operator to maintain consistent engine speed when desired. Hand throttle (dial) will have capability to provide 'local' functionality when hand throttle (dial) is placed in the High Idle position.
 Y ___ N ___ Electronic foot throttle shall be provided to allow the operator to match engine speed to a task. The foot throttle shall allow the operator to vary engine speed and minimize fuel consumption. The machine will have the capability to electronically smooth foot throttle control while operating over rough ground.
 Y ___ N ___ An electronic torque management feature shall allow maximum power to the tracks while minimizing engine stalling.
 Y ___ N ___ Maximum forward and reverse travel speed 1 shall be at least 5.2 mph (8.4 kph).
 Y ___ N ___ Maximum forward and reverse travel speed 2 shall be at least 6.4 mph (10.3 kph).
 Y ___ N ___ Must have planetary gear reduction final drive.
 Y ___ N ___ 2 Speed must be standard.

STEERING

Y ___ N ___ The machine shall be equipped with a single, electrically operated joystick that controls the forward/reverse and steering directions.
 Y ___ N ___ Machine must be equipped with a selectable pattern control changer to operate in either "SO" Pattern or "H" Pattern.
 Y ___ N ___ Machine shall have an air ride seat with seat mounted / adjustable joystick controls.
 Y ___ N ___ Full turning radius from center/coupler without a bucket shall be no greater than 58.1 in (1476 mm).

BRAKES

Y ___ N ___ Machine shall have a spring applied, hydraulically released parking brake that shall automatically engage when arm bar is raised, and shall be designed to hold machine static at any point on a 2 to 1 slope.

HYDRAULIC SYSTEMS

Y ___ N ___ The machine shall be equipped with a single, electrically operated joystick that controls the lift, lower and tilt functions.

Y ___ N ___ The hydraulic pumps shall be driven directly off the engine for maximum hydraulic performance and reliability-no belts shall be used.

Y ___ N ___ The Standard pump flow of the machine shall be at least 23 gal/min (88 L/min).

Y ___ N ___ The Standard pump flow hydraulic pressure of the machine shall be at least 3,335 psi (23,000 kPa).

Y ___ N ___ The Standard pump flow / hydraulic horsepower of the machine shall be at least 44.0 hp (33.0 kW).

Y ___ N ___ Machine shall be equipped with auxiliary hydraulics activated by a thumb switch located on the right joystick.

Y ___ N ___ The machine shall be equipped with a hydraulic tank that has an anti-cavitation feature.

Y ___ N ___ The machine shall be equipped with a hydraulically driven fan, eliminating maintenance costs and friction losses associated with a belt.

Y ___ N ___ The High Flow hydraulics of the machine shall be at least 40 gal/min (150 L/min).

Y ___ N ___ The High Flow hydraulic pressure of the machine shall be at least 4,061 psi (28,000 kPa).

Y ___ N ___ The High Flow hydraulic horsepower of the machine shall be at least 94 hp (70 kW).

Y ___ N ___ The High Flow hydraulic pump flow shall be supplied by a load sensing piston pump.

Y ___ N ___ Dual, variable-displacement, axial piston pumps shall be driven off the engine and provide hydraulic flow to the drive motors via a closed loop system.

Y ___ N ___ Machine shall be equipped with abrasion resistant Tough Guard hoses and O-ring face seals help assure a leak free system.

Y ___ N ___ Standard auxiliary hydraulics to power tools shall be available through screw-to-connect quick connect hydraulic couplings that are rigidly mounted to the loader arm.

Y ___ N ___ The drive and implement hydraulic pumps shall be electrically actuated and may not be actuated via any mechanical linkages.

AXLES

Y ___ N ___ Machine shall have 4 heavy-duty torsion axles to suspend each side of the undercarriage from the machine frame and shall be shock absorbing.

UNDERCARRIAGE

Y ___ N ___ The track shall consist of molded rubber with embedded steel bars that span the width of the track.

Y ___ N ___ The track shall consist of continuous wound steel cables that provide tensile strength so that the track does not stretch.

Y ___ N ___ The undercarriage shall not be directly mounted to the machine frame, but shall instead be suspended via four independent torsion axles in order to minimize machine stresses and maximize traction.

Y ___ N ___ The undercarriage shall contain front and rear triple flange steel idlers.

Y ___ N ___ Machine shall have a minimum ground clearance of no less than 9.6 in (245 mm).

Y ___ N ___ Machine ground pressure shall not exceed 5.9 psi (40.5 kPa) with 400mm wide tracks.

Y ___ N ___ Machine ground pressure shall not exceed 5.2 psi (35.8 kPa) with 450mm wide tracks.

Y ___ N ___ Overall length of track shall be 89.4 in (2270 mm).

Y ___ N ___ Length of track on the ground shall be 89.6 in (1767 mm).

Y ___ N ___ Machine weight shall be evenly distributed across the entire width and length of the track via multiple sets of rollers to disperse pressure, and maximize traction and flotation.

Y ___ N ___ Undercarriage shall consist of an open design that allows easy clearing of components.

Y ___ N ___ Elevated positive track shall keep drive components away from ground debris.

OPERATOR STATION

Y ___ N ___ The machine shall be equipped with deep skid-resistant, self-cleaning steps.

Y ___ N ___ The machine shall have no foot controls used to operate loader arm, tilt function or auxiliary hydraulics.

Y ___ N ___ This machine shall be equipped with an High Back, Heated, "Air Ride" Suspension Seat with lumbar and recline adjustments.

Y ___ N ___ The machine shall have a one-piece sealed & pressurized cab design.

Y ___ N ___ The machine shall be equipped with both a hand and a foot throttle.

Y ___ N ___ The machine shall be equipped with adjustable boom / bucket response control, adjustable drive response control as well as travel speed control (creeper).

Y ___ N ___ The machine shall be equipped with a single, electrically operated joystick that controls the lift, lower and tilt functions.

Y ___ N ___ The machine shall have a retractable high visibility seat belt.

Y ___ N ___ The machine shall come standard with an arm bar that when lifted, automatically engages the machine parking brake for added operator comfort and safety.

Y ___ N ___ The machine shall be equipped with ROPS/FOPS protective structures rated to at least (14,771 lb) 6700 kg.

Y ___ N ___ Cab door must be equipped with a 2 quick release handles to remove front door that require no use of tools to remove.

Y ___ N ___ The machine shall have a master coil rated capacity of at least 23,518 Btu (6930 kcal).

Y ___ N ___ The machine shall have audible warning alarms for engine coolant temperature, engine oil pressure and hydraulic oil temperature.

Y ___ N ___ Machines shall be equipped with a hydraulic lockout mechanism that prevents loader arm movement with door in open position.

Y ___ N ___ Machine shall be equipped with a convex, rearview mirror for superior visibility to the rear and sides of the machine.

Y ___ N ___ Machine shall have removable side windows that require no use of tools to remove for easy cleaning.

Y ___ N ___ Side windows shall have two sliding panes, front and rear, to provide protection from the elements and allow fresh air ventilation.

Y ___ N ___ Machine shall be equipped with 2 adjustable, cab mounted front LED working lights and 2 frame mounted, rear LED working lights.

Y ___ N ___ Machine shall be equipped with a standard USB charging port.

Y ___ N ___ Air conditioning condenser shall not be mounted on any other cooling core(s).

Y ___ N ___ The machine shall have an 5 inch, full color, LCD display that supports a rearview camera.

Y ___ N ___ The machine shall have up to 50 individual security codes where the operator preferences are retained for each code. The master code provides the capability to monitor each individual code/operator for fuel usage, hours of operation, as well as events and diagnostics.

Y ___ N ___ The machine display shall provide on screen adjustment capability for creep setting, ride control activation speed, top speed limit setting, English/Metric units, choice of 8 languages, choice of 4 backgrounds, and choice of 4 gauge styles.

Y ___ N ___ Machine shall have a rear view camera.

Y ___ N ___ The machine shall be equipped with Speed Sensitive Ride Control, which engages and disengages automatically, to cushion the loader arms during carry and travel operation.

Y ___ N ___ Machine shall have cellular based tracking providing machine hours and machine location.

Y ___ N ___ Machine shall have Bluetooth capability and Microphone integrated with an AM/FM/Weather Band Radio with USB and Auxiliary Input/ Jack.

LOADER LINKAGES / STRUCTURES

Y ___ N ___ Loader linkage shall be of a vertical lift style.

Y ___ N ___ Loader linkage shall be equipped with a split style D-ring for securing work tool auxiliary hoses.

Y ___ N ___ The pins shall have countersunk grease fittings to protect them from damage.

Y ___ N ___ The machine shall be equipped with two tilt cylinders, protected by a heavy-duty torque tube.

Y ___ N ___ The machine shall have a tipping capacity of at least 12400 lb (5635 kg).

Y ___ N ___ Rated operating capacity at 35% tipping load shall be no less than 4340 lb (1975 kg).

Y ___ N ___ Rated operating capacity at 50% tipping load shall be no less than 6200 lb (2820 kg).

Y ___ N ___ The machine will have a dump angle of at least 54° for superior bucket cleanout.

Y ___ N ___ The machine shall have an arched transition to the coupler for increased dump clearance.

Y ___ N ___ Vertical lift linkage shall provide visibility under the loader arm to left & right sides when bucket is in the carry position.

Y ___ N ___ The vertical lift linkage shall provide a consistent and uniform lift path for maximum reach throughout the entire lift cycle.

Y ___ N ___ Cantilevered pins in the loader linkage shall be forged and induction hardened, and shall be the same diameter all the way through using a flanged end to secure them to one side, allowing them to rotate in the corresponding bore.

Y ___ N ___ The machine shall have a maximum hinge pin height of at least 126.3 in (3208 mm).

Y ___ N ___ Reach at maximum lift and dump shall be at least 33.6 in (862 mm).

Y ___ N ___ Clearance at maximum lift and dump shall be at least 64.5 in (2389 mm).

Y ___ N ___ Rack back angle at maximum height shall be 81 degrees.

Y ___ N ___ Maximum reach with arms parallel to the ground shall be 51.9 in (1319 mm).

Y ___ N ___ Tilt cylinder breakout force shall be at least 7270 lb (3298 kg).

Y ___ N ___ Lift cylinder breakout force shall be at least 6162 lb (2785 kg).

Y ___ N ___ Electronic Dual Direction Self Level with electronic lift cycle snubbing shall be standard.

Y ___ N ___ Electronic work tool return to dig feature and electronic work tool positioner shall be standard.

WORK TOOL OPTIONS

Y ___ N ___ Machine shall have a universal quick coupler interface to easily change work tools.

Y ___ N ___ Coupler shall have the following features: a low profile side plate designed for optimum match to work tools and minimal material packing, opposing wedges to ensure a tight tool fit, large contact areas to absorb loads and minimize stress, chrome plated and lubricated vertical pins for smooth engagement and prevention of corrosion.

Y ___ N ___ Coupler shall have manual engagement and disengagement of work tools using two high leverage handles.

Y ___ N ___ The machine shall have screw-to-connect quick disconnects with manual pressure release for heavy duty applications with work tools

SERVICEABILITY

Y ___ N ___ Maintenance points shall be grouped in easily accessible, ground level locations.

Y ___ N ___ The machine shall be equipped with grouped filter configuration with fuel/water separator filter and hydraulic oil filter being cartridge style.

Y ___ N ___ The engine shall be mounted lengthwise for better accessibility.

Y ___ N ___ The radiator and hydraulic oil cooler shall be protected by a guard/grill which shall fit up to gain access to the cores.

Y ___ N ___ The machine shall be equipped with sight gauges on the hydraulic tank and the radiator.

Y ___ N ___ The machine shall be equipped with standard system pressure and fluid analysis test ports.

Y ___ N ___ The machine shall have an electronic port allowing electronic machine diagnostics.

Y ___ N ___ The machine shall have a cab that fits to the rear by an individual using hand tools and shall expose all pumps, motors, valves and lines. Cab shall be held in place when fitted by a self latching mechanism.

Y ___ N ___ The machine shall not have any required daily maintenance points that require lifting of the cab structure.

Y ___ N ___ Machine shall have a vented, steel, rear door, with a bumper that slightly protrudes beyond the door, in order to prevent damage to engine compartment components.

Y ___ N ___ The rear door shall open to provide for easy access to both sides of the engine without the need for hand tools.

Y ___ N ___ A removable belly pan section in the floor of the machine's lower frame shall provide excellent access for periodic cleaning.

Y ___ N ___ All filters shall be easily accessible from the ground, which makes routine service quicker and virtually spill free.

MINIMUM SERVICE FILL CAPACITIES

Y ___ N ___ The machine shall have a hydraulic oil tank capacity of at least 10.3 gal (39 L).

Y ___ N ___ Hydraulic system shall hold 14.5 gal (55 L).

Y ___ N ___ Fuel tank shall hold 57.9 gal (212 L).

Y ___ N ___ Engine crankcase shall hold 3.5 gal (13 L).

Y ___ N ___ Engine cooling system shall hold 4.1 gal (16 L).

Y ___ N ___ Diesel Exhaust Fluid system shall hold no less than 5.0 gal (19L).

OWNING AND OPERATING COSTS

Y ___ N ___ Extended life coolant shall be standard

Y ___ N ___ The machine shall have recommended 500-hour engine oil change intervals.

Y ___ N ___ The machine shall be equipped with hydraulic oil that can achieve 6000 hour life with regular oil sampling and recommended filter changes.

CONSENT OF SURETY

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

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____
(Owner)

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

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 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 N.J.A.C. 17:27-1 et seq.

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

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

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. 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. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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 applicable 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2____, _____
(Notary Public) (Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires: _____
(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of municipality) _____ and State of _____ of
(name of affiant) full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid entitled _____, and that I executed the said proposal with
(title of bid proposal) full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
(name of contracting 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 the said project.

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

Subscribed and sworn to
before me this day _____
Signature

_____, 2 _____
(Type or print name of affiant under signature)

Notary public of _____
My Commission expires _____
(Seal)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature			Date

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.