

**TOWNSHIP OF FRANKLIN  
ADMINISTRATION BUILDING  
1571 DELSEA DRIVE  
FRANKLINVILLE, NJ 08322**

**BID**

**SPECIFICATIONS**

**FOR**

**TRACK STEER LOADER and ATTACHMENTS**

**2018 or NEWER Maximum hours used (400 hours)**

## Township of Franklin (Gloucester County)

**Sealed bids will be received by the Municipal Clerk for the following:**

### **Item(s): 2018 or Newer (Maximum hours used 400) Track Steer Loader and Attachments**

Bid specifications can be received from the Municipal Clerk's Office at 1571 Delsea Drive, Franklinville, NJ 08322

**Location of Bid Opening:** Township of Franklin  
1571 Delsea Drive  
Municipal Clerk's office Franklinville, NJ 08322

**Date of Bid Opening: December 11, 2018**

**Time of Bid Opening: 10:00 AM**

Bids shall be enclosed in a sealed envelope and addressed to the Municipal Clerk with the front of the envelope clearly labeled:

**Track Steer Loader and Attachments**

**The following items listed below as per the New Jersey Local Public Contracts Law must be included in the Bid Proposal at the time of Submission.**

1. Certified check or cashier's check made payable to the **Township of Franklin** in the amount of ten percent (10%) of the bid amount or a bid bond without condition or endorsement.
2. Affirmative Action requirements of P.L. 1975 c. 127 and pertinent regulations.
3. Disclosure statement requirements of P.L. 1977 Chapter 33.
4. Non-Collusion Certificate.
5. Bid amount with any exceptions listed on separate letterhead by vendor.
6. Business Registration Certificate.

**\*\*\* Strict compliance with these items is mandatory\*\*\***

The Township Committee of the Township of Franklin reserves the right to reject any or all bids in whole or in part, and to make the award in the best interest of the Township of Franklin.

**INSTRUCTIONS TO BIDDERS:**

**1. All Bids:**

- **WILL BE OPEN PUBLICLY IN THE ADMINISTRATION BUILDING, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.**
- **MUST BE INCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING.**
- **WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED IN THE ADMINISTRATION BUILDING, NEW JERSEY, AT THE TIME THE BIDS ARE CALLED FOR.**
- **WHICH ARE TO BE MAILED, MUST BE RECEIVED PRIOR TO 10:00 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED, AND SHALL BE MAILED TO THE:**

**BARBARA FREIJOMIL, TOWNSHIP CLERK  
1571 DELSEA DRIVE  
FRANKLINVILLE, NJ 08322**

- **THE TOWNSHIP OF FRANKLIN WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF AFTER THE TIME STIPULATED IN THE NOTICE TO THE BIDDERS.**

2. Bidders shall complete and sign all documents included with the bid package. Failure to do so may be cause for rejection. **Electronic/Stamp Signature will not be accepted.** Each bid **MUST** be signed in ink or ballpoint pen by person authorized to do so.

Documents may include, but are not limited to:

- Non Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (Chapter 33 of the Laws of 1977)
- Disclosure of Investment Activities in Iran
- Acknowledgment of Receipt of Addenda or Revisions (If Issued)
- Price Schedule
- Any other documents that may be required in the specifications

3. The Township of Franklin reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.
4. In case of default by the bidder contractor, the Township of Franklin may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of Franklin against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the Township of Franklin from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties, or from any of the negligent acts of the contractor, his servants or agents.
6. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and shall be subject to approval for adequacy for protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's Compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offence directly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,00 per accident and include coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto;
- Auto non-ownership and hired car coverage.
- Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of sub-contractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the Township of Franklin when requested.

7. It is understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of Franklin and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
8. NO BID SECURITY
9. NO PERFORMANCE BOND
10. Bidders must use the proposal form furnished by the Township of Franklin when submitting their bid.
11. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.
12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Township of Franklin. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
13. Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the customary procedures. The Township of Franklin will not pay interest or late fees regardless of language provided.
14. Contract will be awarded on a line item basis.
15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
16. Award will be made by Township of Franklin Committee within sixty (60) days after receipt of bids.
17. Prevailing Wage & Labor Laws: The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/Isse/ocean.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/Isse/ocean.pdf).
18. Equal or Tie Bids: The Township of Franklin reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the Township of Franklin to do so, pursuant to N.J.S.A. 40A:11-6.1.
19. The Township of Franklin is exempt from any State sales tax or federal excise tax.
20. For the purpose of evaluation where equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variances are indicated, it will be construed that the bid fully complies with our specifications.

21. Quantities shown are approximate and the Township of Franklin reserves the right to decrease or omit quantities. The Township of Franklin also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.
22. The contract shall be in effect for one (1) year from date of award or until delivery is complete unless otherwise stated. The Township of Franklin reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.
23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the Township of Franklin assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
24. Delivery shall be made upon receipt of a purchase order issued by the Township of Franklin Department of Purchase, upon which delivery locations and needed quantities shall be indicated.
25. "All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18. When applicable."
26. Public Work's Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The bidder must comply with the provisions of "The Public Work's Contractor Registration Act", if applicable.
  - All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
  - Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
  - Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.
27. This agreement shall not be assigned without the written consent of the Township of Franklin.
28. NJ ONE CALL: By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

29. Special Surety Bid Requirements for Certain Construction Projects: The attention of the bidder is called to the provisions of N.J.S.A. 2a:44-143 which requires that the Township of Franklin shall only accept performance with its bid a Consent of Surety.

30. New Jersey Business Registration Requirements: N.J.S.A. 52:32-44 imposes the following requirements on contractors and all sub-contractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract.

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292.

**Please see samples of acceptable Business Registration Certificates on page 7 of specifications.**

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the Township of Franklin.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Township of Franklin Committee. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please (v) the YES or NO box in the Proposal Page to indicate whether or not you will extend contract prices to all contracting units.

If neither box is checked, it will be understood that you will **NOT** extend prices.

31. Pay to Play Requirements: Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44-20-27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 88-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
32. Statement of Ownership (Chapter 33 of the Laws of 1977). The provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.
33. Certifications of Non-Involvement in Prohibited Activities in Iran: Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.
34. For further information regarding specifications contact:  
**Charles Bosco, CPWM, Director of Public Works**  
**234 Broad Street**  
**Newfield, NJ 08344**  
**(856) 694-3155**

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |  | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N J 08646-0252 |
|--|--|---|
| TAXPAYER NAME:   |  | TRADE NAME:   |
| TAXPAYER IDENTIFICATION#:                                |  | SEQUENCE NUMBER:  |
| ADDRESS:   |  | ISSUANCE DATE:  |
| EFFECTIVE DATE:  |  | <i>John S. Tully</i>  |
| FORM-BRC(08-01)  | <small>Active Director</small><br>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |   |

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

|  STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                       |
|--|---------------------------------------|
| Taxpayer Name:   | TAX REG TEST ACCOUNT                  |
| Trade Name:  |                                       |
| Address:   | 847 ROEBLING AVE<br>TRENTON, NJ 08611 |
| Certificate Number:  | 1093907                               |
| Date of Issuance:  | October 14, 2004                      |
| For Office Use Only:   |                                       |
| 20041014112823533  |                                       |

**NON - COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :

: ss

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

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

I am \_\_\_\_\_ of the firm of  
\_\_\_\_\_ the bidder  
making the Proposal for the above-named Project, and that I executed the said Proposal with  
full authority so to do; 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  
County of Ocean 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 \_\_\_\_\_.  
(N.J.S.A. 52:34-15). (Name of Contractor)

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

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of  
My commission expires

(REVISED 4/10)

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affection 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 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

## AFFIRMATIVE ACTION QUESTIONNAIRE

### NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127  
(N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY – Indicate below:

- Procurement and/or Service Company  
 Professional Consultant  
 Other \_\_\_\_\_

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a contractor should present one of the following to the Township of Franklin.
  - a. An existing federally approved or sanctioned affirmative action program.
  - b. A New Jersey Certificate of Employee Information Report Approval.
  - c. If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the contractor by the Township of Franklin.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  - a. If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  - a. If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

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

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

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

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A.10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

**AMERICANS WITH DISABILITIES ACT**  
Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the Township of Franklin do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 1201 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 Township of Franklin pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Township of Franklin in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the Township of Franklin, its agents, servants and employees from and against any all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of Franklin's grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Franklin or if the Township of Franklin incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The Township of Franklin 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 administration proceeding is brought against the Township of Franklin or any of its agents, servants and employees, the Township of Franklin shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Township of Franklin or its representatives.

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

It is further agreed and understood that The Township of Franklin 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 provision of this indemnification clause shall in no way limit the CONTRACTOR's obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the Township of Franklin from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**SIGNATURE PAGE**

The Township of Franklin does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Township of Franklin shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The Township of Franklin considers it to be a substantial conflict of interest for any company desiring to do business with the Township of Franklin to be owned, operated or managed by any Township of Franklin employee, nor shall any Township of Franklin personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Township of Franklin".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership  
The undersigned is a Corporation under the law of the State  
Individual  
of \_\_\_\_\_, having principal offices  
at \_\_\_\_\_.

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL (PLEASE PRINT)

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

\_\_\_\_\_  
PRINT NAME AND OFFICIAL TITLE

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

\_\_\_\_\_  
INCLUDE ZIP CODE

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL IDENTIFICATION NO. \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**PART I - Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership         Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**PART II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
|                                       |  |
|                                       |  |
|                                       |  |
|                                       |  |
|                                       |  |

**PART III – Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II.**

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

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

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

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

**PART IV Certification**

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

|                           |               |
|---------------------------|---------------|
| <b>Full Name (Print):</b> | <b>Title:</b> |
| <b>Signature:</b>         | <b>Date:</b>  |

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Departments Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.**

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

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

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

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Franklin is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Franklin to notify the Township of Franklin in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Franklin and that The Township of Franklin at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

## BID DOCUMENT CHECKLIST

Bid Title: **TRACK STEER LOADER** ~~AVT TRACKER~~

Items Submitted  
(Bidder's Initials)



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

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Statement of Ownership (Chapter 33 of the Laws of 1977)       | _____ |
| <u>X</u> | Acknowledgment of receipt of addenda or revisions (if issued) | _____ |
| <u>X</u> | Disclosure of Investment Activities in Iran                   | _____ |
| <u>X</u> | Price Schedule  | _____ |

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.**

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Non-Collusion Affidavit                             | _____ |
| <u>X</u> | Affirmative Action Questionnaire                    | _____ |
| <u>X</u> | Signature Page                                      | _____ |
| _____    | Catalogs/Price Lists                                | _____ |
| _____    | Certification of Available Equipment                | _____ |
| <u>X</u> | Compliance Responses                                | _____ |
| <u>X</u> | Warranty Details                                    | _____ |
| <u>X</u> | Descriptive Literature and Technical Specifications | _____ |
| _____    | Product Samples                                     | _____ |
| _____    | References  | _____ |
| _____    | Other:  | _____ |

**C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE BID**

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Copy of Bidder's New Jersey Business Registration Certificate     | _____ |
| _____    | Copy of Bidder's Public Works Contractor Registration Certificate | _____ |

**D. THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.**

PRINT NAME OF BIDDER: \_\_\_\_\_

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

PRINT NAME AND TITLE: \_\_\_\_\_

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

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.**

**ADDENDUM ACKNOWLEDGEMENT**  
**TOWNSHIP OF FRANKLIN**

**ADDENDUM NO:** \_\_\_\_\_  
**ADDENDUM NO:** \_\_\_\_\_  
**ADDENDUM NO:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

**PROJECTED ENTITLED:** \_\_\_\_\_

Acknowledgment is hereby made of the receipt of Addendum No. \_\_\_\_\_

Containing information for the above referenced project.

**BIDDER:** \_\_\_\_\_

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

**SIGNATURE:** \_\_\_\_\_

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

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

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

## **TRACK SKID LOADER**

### **INTENT:**

The purpose of this bid package is to provide the Township of Franklin with a contract(s) who will supply the equipment described and specified herein.

### **NO ASSIGNMENT:**

This agreement shall not be assigned without the written consent of the Township of Franklin which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the Township of Franklin shall require.

### **AVAILABILITY AND DELIVERY:**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the Township of Franklin reserves the right to request this information prior to the award of contract.

### **OWNERSHIP DISCLOSURE:**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L., 1977, Chapter 33.

### **BID REVIEW:**

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Township of Franklin Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

### **MODIFICATIONS & WITHDRAWALS:**

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

### **TRANSITIONAL PERIOD:**

In the event services are terminated by the contract expiration or by voluntary termination by either the Township of Franklin, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the Township of Franklins request.

### **AVAILABILITY OF FUNDS:**

The Township of Franklin's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Township of Franklin for payment of any money shall arise unless, and until funds are made available each year to the Purchasing Agent.

**MANUALS:** A complete set of parts and service manual shall be provided with equipment.

**TRAINING AND TECHNICAL SUPPORT:**

The contractor shall provide all appropriate instructions to operating personnel with instructional manuals as needed.

**DESIGN:**

Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes and treated to resist rust, corrosion and wear.

The design of the mechanical member shall be such that the stress imposed through normal shock loads of maximum engine torque, shall not cause rupture or permanent deformation or undue wear on any member.

**STANDARD EQUIPMENT:**

These specifications include all standard equipment provided for each vehicle unless specifically upgraded or deleted. In the event options are required, the contractor shall provide upgrading of all support systems affected, in accordance with factory recommendations.

**WARRANTY:**

Equipment shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the Township of Franklin, including all labor, parts, travel time and freight. Manufactures' warranty shall apply if greater.

**COMPLIANCE TO MINIMUM BID REQUIREMENTS EQUIVALENT PROPOSALS:**

It is the intent of these specifications to describe and govern the purchase of new and used equipment with any and all accessories as noted herein. The units shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor. All bidders must answer compliance questions in full.

**TITLES:**

Each vehicle must be delivered with a New Jersey motor vehicle inspection sticker in place as prescribed by law. Each vehicle must also be delivered with a New Jersey Motor Vehicle Commission title, registration, and plates. (Temporary plates are not acceptable)  
Deliver with title issued as following.

**DELIVER WITH TITLE NOT CERTIFICATE OF ORIGIN:**

Notwithstanding the delivery of the title, the Township of Franklin reserves the right to inspect the vehicles and reject them if non-conforming to the specifications.

### DELIVERY REQUIREMENTS:

Please be advised that when delivering vehicles and/or equipment to the Township of Franklin the following procedure must be strictly adhered to:

1. The successful bidder will have a representative available, and if requested, present during the check-in process.
2. ALL manuals and related materials, as requested in the specifications, MUST be presented to appropriate Township of Franklin personnel at time of delivery of said vehicles/equipment.
3. ALL parts, if requested in the specifications (i.e. belts, filters, hoses, etc.), MUST be presented at time of delivery.
4. The successful contractor shall provide, upon delivery, a list of all supplies (filters, hoses, belts, etc.) needed for the periodic maintenance for the first year. This list shall be complete with part numbers.
5. The successful contractor shall provide, upon delivery, an "As Built" list of all installed equipment and part numbers to cover the vehicle chassis and body.
6. The successful contractor will also be responsible to fill out any and all paperwork needed by the Township of Franklin prior to vehicle delivery. This will assure proper data entry of each vehicle to aide in any future warranty issues.
7. A letter of assurance, on the awarded bidder's company letter head, shall accompany each delivered vehicle, certifying that the vehicle meets or exceeds all specifications as ordered on the Purchase Order.
8. The vehicles, equipment and accessories shall be new and ready for immediate use upon delivery, all service and make-ready having been done prior to delivery. Any vehicle not in such condition will be rejected. All vehicles are to be delivered to the Township of Franklin, Public Works Department, 234 Broad Street, Newfield, NJ 08344.
9. No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with units, which include the vehicle title, warranty, odometer/engine hour statement (if applicable), specified manuals, any line set tickets, invoice and keys sets. **No unit will be considered accepted until it has undergone final inspection.**
10. All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench or the like, shall be provided, installed, by the contractor prior to delivery.

Proposal for the furnishing and delivery of TRACK SKID LOADER

PRICE SCHEDULE

| <u>Item #</u> | <u>Description</u>       | <u>Qty.Bid</u> | <u>Max Qty</u> | <u>Unit of Measure</u> | <u>Unit Price</u> | <u>Total Price</u> |
|---------------|--------------------------|----------------|----------------|------------------------|-------------------|--------------------|
| 1             | <i>TRACK SKID LOADER</i> | 1              | 2              | EA                     | \$ _____          | \$ _____           |

Mfr., Model: \_\_\_\_\_

Delivery, A.R.O.: \_\_\_\_\_

Warranty: \_\_\_\_\_

REMARKS: \_\_\_\_\_

**EXCEPTIONS – LIST DIFFERENCES AND EXPLAIN IN DETAIL ON BIDDERS LETTERHEAD**

**VENDOR TO INCLUDE TECHNICAL SPECIFICATIONS AND DESCRIPTIVE LITERATURE WITH BID PROPOSAL**

**VENDOR SHALL SUBMIT WARRANTY DETAILS WITH BID**

## Track Loader Bid Specification

| Compliant |      | General Specifications  |
|-----------|------|---|
| Y___      | N___ | Minimum gross horsepower: <b>111.3 HP</b> (83.0 kW)   |
| Y___      | N___ | Minimum operating weight: <b>12,860 lbs.</b> (5,835 kg) when equipped with canopy and <b>17.7 in.</b> (450 mm) rubber track   |
| Y___      | N___ | Minimum operating weight: <b>13,190 lbs.</b> (5,985 kg) when equipped with cab and <b>17.7 in.</b> (450 mm) rubber track  |
|           |      | Engine  |
| Y___      | N___ | Kubota <b>V3800CR-TIF4B</b> , 4 cylinder turbocharged and intercooled diesel engine with high pressure common rail injection system, DOC+ DPF+SCR exhaust after treatment   |
| Y___      | N___ | DPF shall have a self illuminated rocker switch for various operating modes that include automatic regeneration (default at start-up), forced regeneration, and prohibit mode   |
| Y___      | N___ | EPA Final Tier 4 Certified  |
| Y___      | N___ | Active Power Control (APC), power management system shall be standard equipment and automatically maintain engine power keeping it within its optimal range to prevent engine stall. Operator shall be able to engage or disengage the function through the monitor panel |
| Y___      | N___ | Engine shall be equipped with a direct drive fan with a minimum diameter of <b>21 in.</b> (533 mm), and include a guard for added protection  |
| Y___      | N___ | Minimum displacement: <b>230 in<sup>3</sup></b> (3.8 L)   |
| Y___      | N___ | Engine maximum speed shall be: <b>2,400 rpm</b>   |
| Y___      | N___ | Minimum torque @ 1,500 rpm: <b>284 ft-lb</b> (385 Nm)   |
| Y___      | N___ | Maximum fuel consumption (65% of full load): <b>3.8 gal / hr</b> (14.4 L / hr)  |
| Y___      | N___ | Engine speed shall be controlled with both an electronic dial throttle and foot throttle  |
| Y___      | N___ | Cold start aid shall be an electric air inlet heater  |
| Y___      | N___ | Automatic fuel bleed system   |
| Y___      | N___ | Minimum of two <b>(2)</b> engine working modes that shall include: Power and Eco  |
| Y___      | N___ | Air filtration shall include dual dry type air cleaners that include a primary filter and secondary pre-filter with a restriction indicator located on the monitor panel  |
|           |      | Cooling   |
| Y___      | N___ | Loader shall be equipped with a high capacity, side-by-side cooling module for improved performance and air flow  |
| Y___      | N___ | Radiator and hydraulic oil cooler shall be industrial type with welded aluminum housings  |
| Y___      | N___ | Radiator shall be factory filled with extended life coolant that meets <b>SAE J814C</b> and <b>SAE J1034</b> standards  |
|           |      | Electrical  |
| Y___      | N___ | Electrical system shall be <b>12</b> volt   |
| Y___      | N___ | Alternator shall be a minimum of <b>80</b> amps   |
| Y___      | N___ | Loader shall be equipped with four <b>(4)</b> LED work lights: two <b>(2)</b> mounted on the front of the cab, and two <b>(2)</b> in the rear door  |
|           |      | Transmission  |
| Y___      | N___ | The hydrostatic drive pumps shall be mounted inline with the engine and coupled to the engine with a flex coupling system to absorb shock   |
| Y___      | N___ | Hydrostatic pump shall have a monoblock housing for strength and shall be fastened to the engine bell housing using four <b>(4)</b> mounting bolts  |
| Y___      | N___ | Travel motors shall be variable displacement piston type  |

- Y\_\_\_ N\_\_\_ Travel motors shall be mounted directly to the main frame with all drive lines protected by a steel cover
- Y\_\_\_ N\_\_\_ Compact track loader shall be equipped with double reduction planetary drives
- Y\_\_\_ N\_\_\_ Minimum traction force: **14,010 lbs.** (6,355 kg)
- Y\_\_\_ N\_\_\_ Two speed shall be standard equipment
- Y\_\_\_ N\_\_\_ Minimum travel speed, Low/High: **5.0 to 7.3 mph** (8.1 to 11.8 km / hr)

#### Brakes

- Y\_\_\_ N\_\_\_ Brakes shall be spring applied hydraulically released, multiple wet friction disc
- Y\_\_\_ N\_\_\_ Brakes engaged when lap bar is raised or engine is shut down

#### Undercarriage

- Y\_\_\_ N\_\_\_ Loader frame shall be a purpose built, all welded design that must include two integration points for greater strength and rigidity
- Y\_\_\_ N\_\_\_ Track frame shall be rounded and open to deter the build-up of dirt and material
- Y\_\_\_ N\_\_\_ Track frame shall be scalloped around each roller for material cleanout
- Y\_\_\_ N\_\_\_ Track rollers shall be permanently sealed for low maintenance and feature metal face seals for durability
- Y\_\_\_ N\_\_\_ Rubber track shall feature continuously wound steel cables and forged steel mandrels with quiet ride rubber contact pad for reduced vibration, noise levels, and improved ride quality
- Y\_\_\_ N\_\_\_ Track tension shall be hydraulically adjusted with grease gun
- Y\_\_\_ N\_\_\_ Minimum ground clearance: **12.6 in.** (320 mm)
- Y\_\_\_ N\_\_\_ Minimum track width shall be: **17.7 in.** (450 mm)
- Y\_\_\_ N\_\_\_ Minimum length of track on ground: **5 ft. 7.6 in.** (1,717 mm)
- Y\_\_\_ N\_\_\_ Maximum ground pressure: Canopy **4.8 psi** (33.0 kPa) Cab **4.9 psi** (34.3kPa)

#### Hydraulics

- Y\_\_\_ N\_\_\_ All travel/loader functions shall be controlled with hydraulic pilot operated joystick controls
- Y\_\_\_ N\_\_\_ Left joystick shall control forward/reverse, right/left travel, and counter rotation functions
- Y\_\_\_ N\_\_\_ Left joystick shall have a proportional slider switch for fine control of auxiliary hydraulic functions
- Y\_\_\_ N\_\_\_ Left joystick shall have electro-hydraulic push button controls to control auxiliary hydraulic functions
- Y\_\_\_ N\_\_\_ Right joystick shall control loader arm up/down and bucket curl/dump
- Right joystick shall have electro-hydraulic control for loader arm float and detent
- Y\_\_\_ N\_\_\_ Loader shall have an available pattern control change valve to change from ISO to H pattern controls
- Y\_\_\_ N\_\_\_ Auxiliary hydraulic circuit shall be two way (Dual Acting), plumbed to the end of the loader arm where it shall be rigidly mounted, and feature factory detent and selectable one way flow operation
- Y\_\_\_ N\_\_\_ Loader shall be equipped with 1/2" pressure releasing, flat face hydraulic quick disconnect coupler body that complies with **ISO 16028**
- Y\_\_\_ N\_\_\_ Loader shall have a standard case drain line
- Y\_\_\_ N\_\_\_ Minimum auxiliary flow: **23.2 gpm** (88.0 L/min)
- Y\_\_\_ N\_\_\_ Available auxiliary high flow shall have a minimum flow of **40.4 gpm** (153.0 L/min)
- Available second auxiliary hydraulic circuit shall have a minimum flow of **23.2 gpm** (88.0 L/Min)
- Y\_\_\_ N\_\_\_ Minimum system relief pressure: **3,481 psi** (24.0 MPa)

- Y\_\_\_ N\_\_\_ Standard primary auxiliary circuit detent shall be a low pressure return feature (one-way flow) allowing attachments that require continuous flow to run more efficiently, by improving the hydraulic performance, and reducing hydraulic oil temperatures
- Y\_\_\_ N\_\_\_ Hydraulic flow rates for the auxiliary hydraulics shall be adjustable from the operator's seat using the multi-function monitor panel
- Y\_\_\_ N\_\_\_ Hydraulic tank shall be constructed of steel for durability and heat dispersion, and shall include a hydraulic system filter mounted inside the tank

#### Loader

- Y\_\_\_ N\_\_\_ Vertical lift loader design
- Y\_\_\_ N\_\_\_ Loader arms shall feature hydraulic self leveling (up only)
- Y\_\_\_ N\_\_\_ Loader shall be equipped with adjustable bucket and loader arm stops
- Y\_\_\_ N\_\_\_ Arm cylinders shall be cushioned
- Y\_\_\_ N\_\_\_ Universal mechanical attachment quick coupler
- Y\_\_\_ N\_\_\_ Available universal hydraulic attachment quick coupler (standard on cab model)
- Y\_\_\_ N\_\_\_ Minimum tipping load: **11,737 lbs.** (5,324 kg)
- Y\_\_\_ N\_\_\_ Minimum rated operating capacity at 35% of tipping load: **4,107 lbs.** (1,863 kg)
- Y\_\_\_ N\_\_\_ Minimum rated operating capacity at 50% of tipping load: **5,868 lbs.** (2,662 kg)
- Y\_\_\_ N\_\_\_ Minimum bucket breakout force: **7,874 lbs.** (3,571 kg)
- Y\_\_\_ N\_\_\_ Minimum lift arm breakout force: **7,109 lbs.** (3,225 kg)
- Y\_\_\_ N\_\_\_ Minimum hinge pin height: **10 ft. 10 in.** (3,299 mm)
- Y\_\_\_ N\_\_\_ Minimum dump height, fully raised: **8 ft. 1.0 in.** (2,459 mm)
- Y\_\_\_ N\_\_\_ Minimum dump angle, fully raised: **46.8°**
- Y\_\_\_ N\_\_\_ Minimum mid-height reach: **4 ft. 8 in.** (1,416 mm)
- Y\_\_\_ N\_\_\_ Minimum dump reach, fully raised: **3 ft. 0.4 in.** (924 mm)

#### Operator's Station, Canopy

- Y\_\_\_ N\_\_\_ Canopy shall be ROPS/FOPS Level 1 certified
- Y\_\_\_ N\_\_\_ Widest point of cabin entry shall be a minimum of **34 in.** (864 mm)
- Y\_\_\_ N\_\_\_ Cabin shall have a minimum interior width of **40.5 in.** (1,029 mm)
- Y\_\_\_ N\_\_\_ Overall flat floor area shall be a minimum of **684 in<sup>2</sup>** (4,413 cm<sup>2</sup>)
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a 5.7 inch color LED multi-information monitor that shall be able to display: hour meter, day/date/time, hydraulic system lock indicator, engine preheat indicator, coolant temperature, hydraulic oil temperature, diesel exhaust fluid (DEF) level, fuel level, DPF mode, travel speed indicator, automatic power control indicator, work light indicator, arm float indicator, self leveling indicator, ride control indicator, auxiliary hydraulic mode, first auxiliary flow rate setting, high flow indicator, particulate matter accumulation indicator, air conditioner indicator
- Y\_\_\_ N\_\_\_ Audible and / or visual alerts for ECM error, vehicle and engine error, charge level, engine oil pressure, fuel/water sensor, high engine coolant temperature, engine air filter restriction, fuel filter restriction, low fuel level, low DEF fluid level, DEF fluid deterioration, DPF restriction warning, and regeneration status, pilot line restriction
- Y\_\_\_ N\_\_\_ Self illuminated rocker switches shall control the following: hydraulic system unlock, DPF regeneration mode, work lights on/off, wiper, windshield wash, work mode, available ride control, auxiliary hydraulic mode selector, primary auxiliary detent, available high flow on/off, bucket positioning on/off, 14 pin/auxiliary hydraulic control, and additional electrical controls "G" and "H"
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a deluxe, vinyl high back suspension seat with adjustments for the following: fore/aft, tilt, weight, and three (3) height adjustments for a total of **2 in.** (50.8 mm) of height variation up or down

- Y\_\_\_ N\_\_\_ Loader shall have a foot rest for both the right and left foot located on the floorboard
- Y\_\_\_ N\_\_\_ Overhead sight glass shall be a FOPS Level 1 guard, a FOPS Level 2 guard shall be available
- Y\_\_\_ N\_\_\_ 12 volt outlet
- Y\_\_\_ N\_\_\_ Rear window emergency egress

#### Operator's Station, Cab (Option)

- Y\_\_\_ N\_\_\_ Cab shall be sealed and pressurized
- Y\_\_\_ N\_\_\_ Cab shall be equipped with factory installed air conditioner, heater, and defrost
- Y\_\_\_ N\_\_\_ Cab door shall open overhead allowing for machine operation with the door open or closed
- Y\_\_\_ N\_\_\_ Cab shall include a universal hydraulic attachment quick coupler that shall be controlled from the operator's seat
- Y\_\_\_ N\_\_\_ Cab shall include a heavy duty, weather resistant AM/FM radio with weather band and Mp3 plug-in
- Y\_\_\_ N\_\_\_ Cab with high flow auxiliary hydraulics shall also include a 1/2" polycarbonate (Lexan®) front door

#### Machine Dimensions

- Y\_\_\_ N\_\_\_ Maximum transport length with bucket: **13 ft. 3.3 in.** (4,045 mm)
- Y\_\_\_ N\_\_\_ Maximum machine length less bucket: **10 ft. 6.0 in.** (3,203 mm)
- Y\_\_\_ N\_\_\_ Maximum height: **7 ft. 9.7 in.** (2,381 mm)
- Y\_\_\_ N\_\_\_ Maximum width less bucket: **6 ft. 5.2 in.** (1,960 mm)
- Y\_\_\_ N\_\_\_ Minimum ground clearance: **12.2 in.** (310 mm)
- Y\_\_\_ N\_\_\_ Minimum rear angle of departure: **30°**
- Y\_\_\_ N\_\_\_ Minimum clearance circle with bucket: **8 ft. 2.6 in.** (2,505 mm)
- Y\_\_\_ N\_\_\_ Minimum clearance circle less bucket: **5 ft. 3.4 in.** (1,610 mm)
- Y\_\_\_ N\_\_\_ Minimum clearance circle, rear: **6 ft. 1.0 in.** (1,850 mm)
- Y\_\_\_ N\_\_\_ Minimum bucket rollback angle at ground level: **30°**

#### Serviceability

- Y\_\_\_ N\_\_\_ Loader shall feature a tiltable operator's cabin that provides access to the control valve, hydraulic lines, hydraulic tank and filter, fuel pre-filter, fuel filter, engine oil filter, pilot filter, and pump group
- Y\_\_\_ N\_\_\_ Loader shall have a rear door retention system that automatically secures the rear door in the open position
- Y\_\_\_ N\_\_\_ Loader shall have a hinged side-by-side radiator and hydraulic oil cooler that swings open and is held in place with a retention system allowing inspection and cleaning
- Y\_\_\_ N\_\_\_ Air cleaner housing shall be rear facing and provide easy access to the dual element air cleaner that includes a primary filter element and secondary filter element
- Y\_\_\_ N\_\_\_ Hydraulic oil fill shall be on the front right of the machine and located behind a protective cover, and the hydraulic oil sight gauge shall be located on the right side of the seat pedestal and visible to the operator as they prepare to enter the machine
- Y\_\_\_ N\_\_\_ Fuel fill shall be located on the left side of the loader behind a lockable steel fuel cap
- Y\_\_\_ N\_\_\_ DEF fluid fill shall be located beside the fuel fill on left side of the loader behind a blue cap

#### Refill Capacities

- Y\_\_\_ N\_\_\_ Minimum engine oil capacity: **13.9 qts.** (13.2 L)
- Y\_\_\_ N\_\_\_ Minimum cooling system capacity: **4.8 gal.** (18.0 L)
- Y\_\_\_ N\_\_\_ Minimum diesel exhaust fluid (DEF) capacity: **4.8 gal.** (18.0 L)
- Y\_\_\_ N\_\_\_ Minimum fuel tank capacity: **31.6 gal.** (123.9 L)
- Y\_\_\_ N\_\_\_ Minimum hydraulic reservoir capacity: **13.2 gal.** (50.0 L)

Y\_\_\_ N\_\_\_ Minimum hydraulic system capacity: **24.8 gal.** (94.0 L)

### Safety

- Y\_\_\_ N\_\_\_ Loader shall have a standard pressure activated back-up alarm
- Y\_\_\_ N\_\_\_ Horn shall be standard equipment
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a lap bar that in the upright position automatically applies parking brake and disengages hydraulic functions
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a hydraulic system unlock rocker switch that will engage the hydraulic system after start-up and the lap bar is lowered
- Y\_\_\_ N\_\_\_ An engine kill switch shall be located on the side of the monitor console
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a certified ROPS/FOPS Level 1 operator protective structure, a FOPS Level 2 guard is available
- Y\_\_\_ N\_\_\_ Loader shall have two interior mounted rear view mirrors, and one exterior mirror mounted on right rear tower
- Y\_\_\_ N\_\_\_ Loader shall be equipped with a retractable seat belt
- Y\_\_\_ N\_\_\_ An optional factory installed three point seat belt shall be available
- Y\_\_\_ N\_\_\_ Loader arm safety strut to be located on the right side timing link and shall secure the loader arms when they are in the raised position
- Y\_\_\_ N\_\_\_ One key shall operate the ignition and all locks
- Y\_\_\_ N\_\_\_ Loader shall have a total of four large anchor points, two (2) located on the front frame and two (2) located on rear bumper

### Paint

- Y\_\_\_ N\_\_\_ Loader and attachments shall be painted the standard manufacturer's color unless otherwise specified

### Warranty

- Y\_\_\_ N\_\_\_ Manufacturer's standard full machine warranty (parts and labor) shall be for a minimum period of two years, two thousand hours, whichever comes first

### Attachments

- Y\_\_\_ N\_\_\_ Grapple with hydraulic arms with quick attachment
- Y\_\_\_ N\_\_\_ Sweepster 72" broom with hopper by directional quick attachment
- Y\_\_\_ N\_\_\_ Pallet forks 42" 5500lb capacity quick attachment