

**SEALED BID #2014-003  
BID DOCUMENT  
SPECIFICATIONS**

For Acquisition and Installation of

**SNOW & ICE REMOVAL EQUIPMENT: PLOW, WING,  
GROUND SPEED CONTROLLED SPREADER, & PRE-  
WETTING SYSTEM & AIR/GROUND TEMP UNITS  
ON TWO VEHICLES**

Town of Salem, New Hampshire

**Federal Highway Administration Project # A000(427)**

**State of New Hampshire Department of Transportation Project # 10418-W**

**FEBRUARY 2014**

## **CONTENTS**

### **BIDDING REQUIREMENTS**

Invitation to Bid  
Information for Bidders  
Bid Proposal Form  
Statement of Bidder Qualifications

### **CONTRACT DOCUMENTS**

Contract

### **PART I – SPECIAL ATTENTIONS**

Buy American Waiver Notification  
Debarment Affidavit  
Debarment Appendix  
Disadvantaged Business Enterprise Policy & Program Requirements

### **PART II – SPECIFICATIONS FOR SNOW & ICE REMOVAL EQUIPMENT**

## **BIDDING REQUIREMENTS**

**INVITATION TO BID**

**SNOW & ICE REMOVAL EQUIPMENT:, PLOW, WING, GROUND SPEED  
CONTROLLED SPREADER, & PRE-WETTING SYSTEM & AIR/ GROUND  
TEMP UNITS  
ON TWO VEHICLES**

For the

Town of Salem, New Hampshire

**Federal Highway Administration Project # A000(427)  
State of New Hampshire Department of Transportation Project # 10418-W**

Sealed bids will be received at the SALEM Municipal Office, **upstairs in the Building Department**, 33 Geremonty Drive, Salem NH 03079 until **11:00am, February 27, 2014**. Shortly thereafter, bids will be publicly opened and read aloud. Bids submitted after this date and time will not be accepted.

Bids must be submitted in a sealed envelope that is clearly marked:

**SEALED BID #2014-003**

**SNOW & ICE REMOVAL EQUIPMENT:, PLOW, WING, GROUND SPEED  
CONTROLLED SPREADER, & PRE-WETTING SYSTEM& AIR /GROUND  
TEMP UNITS**

**For the Town of Salem, NH**

**DO NOT OPEN**

Bids will be received for the acquisition of the items listed in **Part II Specifications for Snow and Ice Removal Equipment**

Said equipment will be used by the Town to perform winter maintenance operations on Town maintained roadways and facilities.

All prices must include all labor and materials for installation on a cab and chassis to be provided by the Town of Salem

The Bidding Documents may be examined on or after **February 27, 2014** at the Salem Municipal Office Building Department located at 33 Geremonty Drive Salem, NH, 03079. Copies of the Bidding Documents are available on line at the Town of Salem website or may be picked up in the Salem Municipal Purchasing Department Office, 33 Geremonty Drive Salem, NH, 03079.

Bids may be held by the Town for a period no to exceed 180 days from the date of the bid opening for the purposes of evaluating bids prior to award of contract.

It is the intent of the Town to make award of contract to the responsive and responsible bidder that submits the lowest bid. The Federal Highway Administration (FHWA), the State of New Hampshire Department of Transportation (NHDOT), and the Town reserves the right to reject any and all bids and to waive any informality in the bids received.

Under this contract, the purchase of the snow and ice removal equipment will be partially funded by the FHWA, as administered by the NHDOT Bureau of Planning and Community Assistance. The purchase shall be completed in accordance with all applicable requirements of the FHWA, NHDOT, and the Town of Salem.



---

TOWN MANAGER  
TOWN OF SALEM, NH

## **INFORMATION FOR BIDDERS**

### **1. RECEIPT AND OPENING BIDS**

The Town of Salem New Hampshire, (herein called the Town) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Town at the Salem Municipal Office, **upstairs in the Building Department** at 33 Geremonty Drive, Salem, NH, 03079 until **11:00am, February 27, 2014** at which time they will be publicly opened and read aloud.

The envelope containing the bid must be sealed, addressed and designated as:

**SEALED BID #2014-003**

**SNOW & ICE REMOVAL EQUIPMENT: PLOW, WING, GROUND SPEED CONTROLLED SPREADER, & PRE-WETTING SYSTEM, &AIR/GROUND TEMP UNITS**

**For the Town of Salem, NH**

**DO NOT OPEN**

Bids may be held by the Town for a period no to exceed 180 days from the date of the bid opening for the purposes of evaluating bids prior to award of contract.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

### **2. DESCRIPTION OF SNOW & ICE REMOVAL EQUIPMENT: PLOW, WING, GROUND SPEED CONTROLLED SPREADER, &PRE-WETTING SYSTEM &AIR/GROUND TEMP UNITS**

**See: PART II SPECIFICATION FOR SNOW AND ICE CONTROL EQUIPMENT**

### **3. PREPARATION OF BID**

Each bid must be submitted on the prescribed proposal form showing a lump sum for each item and a total for items bid.

Each bid must be prepared in strict accordance with the requirements of the Information for Bidders and the included Specifications.

The bid price shall not include Federal or State taxes.

The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.

#### **4. SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Town, the FHWA, and the NHDOT.

#### **5. BIDDER'S QUALIFICATIONS**

Each Bidder shall submit qualifications to the Town on the form provided herein titled "Statement of Bidder Qualifications". The form must be delivered to the Town prior to or with the sealed bid. The Town reserves the right to reject the bid of any Bidder who has failed to submit the qualifications form.

#### **6. TIME OF COMPLETION**

The Bidder must agree to commence work on or before a date to be specified in the written Notice to Proceed of the Town and to supply the equipment within 180 calendar days.

#### **7. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for interpretation should be in writing to the Town, and to be given consideration, must be received at least three (3) business days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be faxed and/or e-mailed with return receipt requested to all prospective bidders (at the address furnished for such purposes), not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under bid as submitted. All addenda so issued shall become part of the Contract Documents

#### **8. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## **9. BID OPENING & AWARD**

Bids when opened shall be irrevocable for a period of forty-five (45) calendar days following bid-opening date. Following a review of the bids, the Town, the NHDOT, and the FHWA will make a determination with respect to bid award. The Town, the State, and the FHWA expressly reserve the right to reject any or all bids.

The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission for the Town.

## **10. EXECUTION OF CONTRACTS**

The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the Town and return them to the Office of the Town within fifteen (15) calendar days after the Contract is mailed or otherwise delivered to the successful bidder.

## **11. APPROVAL OF CONTRACT**

No Contract is binding upon the Town until it has been executed by the Town and delivered to the Contractor.

## **12. FAILURE TO EXECUTE CONTRACT**

Failure of a Bidder to comply with any of the requirements of the proposal, failure to execute the Contract with fifteen (15) calendar days after mailing, as specified, shall be just cause for the annulment of the award. In the event of such annulment, an award may then be made to the next best qualified Bidder, or the work re-advertised, or otherwise handled as the Town may elect.

## **13. WARRANTIES**

All manufacturers' warranties shall apply.

## **14. DELIVERY**

The snow and ice removal equipment is to be supplied to the Town of Salem New Hampshire.

**BID PROPOSAL FORM**

**For**

**SNOW & ICE REMOVAL EQUIPMENT: WITH PLOW, WING, GROUND  
SPEED CONTROLLED SPREADER, & PRE-WETTING SYSTEM  
AIR/GROUND TEMP UNITS  
ON TWO VEHICLES**

**TOWN OF SALEM, NEW HAMPSHIRE**

**Federal Highway Administration Water Quality Project # A000(427)  
State of New Hampshire Department of Transportation Project # 10418-W**

The undersigned \_\_\_\_\_, hereby  
submit the following proposal to provide the Town the equipment described in PART  
II, SPECIFICATION FOR SNOW AND ICE CONTROL EQUIPMENT

Air/ Temp units x 2 = \_\_\_\_\_

Plow /Wing x 2 = \_\_\_\_\_

Spreader x 2 = \_\_\_\_\_

Prewet System x 2 = \_\_\_\_\_

Total Bid Amount for two systems \$ \_\_\_\_\_

Spell out Bid Amount Total \_\_\_\_\_

\_\_\_\_\_  
Dollars

Delivery Time \_\_\_\_\_

We understand that the Town, the NHDOT, and the FHWA reserves the right to accept or  
reject any or all proposals, to waive any irregularity in any or all proposals and to make a  
vendor selection which is in the best interest of the Town.

The undersigned agrees that the bid price and statements contained herein are true and correct, that they were made without collusion, and agrees to the conditions set forth in the request for bids and equipment specifications.

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

Name / Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

## **STATEMENT OF BIDDER QUALIFICATIONS**

This statement must be completed, notarized, submitted and received by the Town PRIOR to or on the date for opening of bids.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Where necessary, questions shall be answered on separate attached sheets. The Bidder may submit any additional information desired.

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

Bidder is:      Corporation: \_\_\_\_\_  
                    Partnership: \_\_\_\_\_  
                    Individual: \_\_\_\_\_

Permanent main office address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Treasury Number (Employer's Identification #): \_\_\_\_\_

When organized? \_\_\_\_\_  
If corporation, where incorporated? \_\_\_\_\_

How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_

General character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

Have you ever defaulted on a Contract? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. Provide names and contact information of clients and references: \_\_\_\_\_

Credit Available: \$ \_\_\_\_\_

Bank Reference: \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this Statement of the Bidder Qualifications.

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

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

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

**NOTARIZATION**

\_\_\_\_\_ being duly sworn, deposes and says that  
he/she is \_\_\_\_\_ of \_\_\_\_\_  
and that the answers to the foregoing questions and all statements therein contained  
are true and correct. Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

**CONTRACT DOCUMENTS**

## **CONTRACT**

This AGREEMENT, made this date: \_\_\_\_\_, by and between the Town of Salem, New Hampshire, herein called the Town, and \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "Contractor", a corporation organized under the laws of \_\_\_\_\_.

WITNESSETH, that the Contractor and the Town for the consideration stated herein mutually agree as follows:

### **ARTICLE 1. Statement of Work**

The Contractor shall furnish all labor, materials, equipment, and services, and perform and complete all work including all extra work directed, all as required for the delivery of SNOW & ICE REMOVAL EQUIPMENT; PLOW, WING, , GROUND SPEED CONTROLLED SPREADER, & PRE-WETTING SYSTEM & AIR / GROUND TEMP UNITS FOR TWO VEHICLES including addenda to said specifications which addenda are numbered and dated as follows:

Addendum #

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Said Specifications and Addenda are incorporated herein referenced and made a part hereof.

### **ARTICLE 2. The Contract Price**

The Town shall pay the Contractor for the satisfactory performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of: \_\_\_\_\_

for supplying the \_\_\_\_\_

The Town shall pay to the Contractor for the performance of the Contract the amounts determined for the equipment that the Town is agreeing to purchase from this company. The prices given in the proposal are made part of this Contract as fully as though they were reproduced herein verbatim.

### **ARTICLE 3. Contract Documents**

The executed Contract Documents shall consist of the following component parts:

- a) This Instrument
- b) Addenda as listed herein
- c) Invitation to Bid
- d) Information for Bidders
- e) Special Attentions
- f) Technical Specifications
- g) Signed Copy of Proposal
- h) Bid Proposal Form

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in the Article 3, shall govern, except as otherwise specifically stated.

### **ARTICLE 4. Time of Completion**

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" of the Town, and to fully complete the project with 180 calendar days of said specified date.

Town of \_\_\_\_\_

Contractor: \_\_\_\_\_

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

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

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

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART I - SPECIAL ATTENTIONS**

**DEPARTMENT OF TRANSPORTATION**  
**Federal Highway Administration Buy America Waiver Notification**

**AGENCY:** Federal Highway Administration (FHWA), DOT.

**ACTION:** Notice

**SUMMARY:** This notice provides information regarding the FHWA's finding that a partial Buy America waiver is appropriate for the obligation of Federal-aid funds for 112 State requests regarding specific vehicle projects (including sedans, vans, pickups, SUVs, trucks, buses, and equipment, such as backhoes, street sweepers, tractors and low emission locomotives), including projects to retrofit vehicles with individual vehicle components, so long as they are assembled in the United States. The FHWA's Buy America requirements provide that 100 percent of all steel and iron comprising a predominantly steel and iron product that is permanently incorporated into a project must be domestically manufactured. With respect to vehicles, manufacturers typically assemble these products with many different components and subcomponents containing steel and iron. As a result, vehicles are typically referred to as being made where the final product rolls off the assembly line for delivery into the marketplace. The FHWA is unaware of any vehicle that is comprised of 100 percent domestically produced steel and iron, resulting in a need for a partial Buy America waiver for these projects to proceed.

**DATES:** The effective date of the waiver is December 31, 2013.

**FOR FURTHER INFORMATION CONTACT:** For questions about this notice, please contact Mr. Gerald Yakowenko, FHWA Office of Program Administration, (202) 366-1562, or via email at [gerald.yakowenko@dot.gov](mailto:gerald.yakowenko@dot.gov). For legal questions, please contact Mr. Michael Harkins, FHWA Office of the Chief Counsel, (202) 366-4928, or via email at [michael.harkins@dot.gov](mailto:michael.harkins@dot.gov). Office hours for the FHWA are from 8:00 a.m. to 4:30 p.m., e.t., Monday through Friday, except Federal holidays.

**SUPPLEMENTARY INFORMATION:**

**Electronic Access**

An electronic copy of this document may be downloaded from the Federal Register's home page at: <http://www.archives.gov> and the Government Printing Office's database at: <http://www.access.gpo.gov/nara>.

**Background**

The FHWA's Buy America requirements at 23 U.S.C. 313 require a domestic manufacturing process for any steel or iron products (including protective coatings) that are permanently incorporated in a Federal-aid project. The statute also provides for a waiver of the Buy America requirements when the application would be inconsistent with the public interest or when satisfactory quality domestic steel and iron products are not sufficiently available. This notice provides information regarding the FHWA's finding that a partial Buy America waiver is appropriate for the obligation of Federal-aid funds for the purchase of 112 State requests regarding specific vehicle projects (including sedans, vans, pickups, SUVs, trucks, buses, and equipment, such as backhoes, street sweepers, and tractors and low emission locomotives).

In accordance with Division A, section 122 of the "Consolidated and Further Continuing Appropriations Act, 2012" (Pub. L. 112-284), the FHWA published a notice of intent to State a waiver on its Web site for 112 requests regarding specific vehicle projects (including sedans, vans, pickups, SUVs, trucks, buses, and equipment,

such as backhoes, street sweepers, and tractors)

<sup>1</sup> See <http://www.fhwa.dot.gov/construction/contracts/cmag131115.cfm>

(<http://www.fhwa.dot.gov/construction/contracts/waivers.cfm?id=93>) on November 15th. The FHWA received 20 comments in response to the publication. No commenter objected to the waiver, and one commenter expressed concern regarding FHWA's current process of approving a waiver for vehicle retrofit projects under the Congestion Mitigation Air Quality (CMAQ) Improvement Program. This commenter suggested that FHWA should make all diesel retrofit devices and components exempt from the Buy America requirements.

The FHWA appreciates the need to provide clear guidance concerning the application of Buy America requirements to vehicles and diesel engine retrofit projects; however, the issuance of guidance for that subject is outside of the scope of this Notice. The FHWA issued a Federal Register Notice and Request for Comment on various aspects of the Buy America requirements on July 10, 2013. The FHWA is currently evaluating all comments and assessing the need for additional guidance or clarification.

Based on all the information available to the agency, the FHWA concludes that there are no domestic manufacturers that could meet a 100 percent domestic steel and iron content for the 112 State requests regarding specific vehicle projects (including sedans, vans, pickups, SUVs, trucks, buses, and equipment, such as backhoes, street sweepers, and tractors and low emission locomotives).

The FHWA's Buy America requirement was initially established in 1983 when the acquisition of vehicles was not eligible for assistance under the Federal-aid highway program. As such, the FHWA's Buy America requirements were tailored to the types of products that are typically used in highway construction, which generally meet a 100 percent domestic steel and iron content requirement. Vehicles were not the types of products that were initially envisioned as being purchased with Federal-aid highway funds when Buy America was first enacted. In today's global industry, vehicles are assembled with components that are made all over the world. The FHWA is not aware of any vehicle on the market that can claim to incorporate 100 percent domestic steel and iron content. For instance, the Chevy Volt, which was identified by many commenters in a November 21, 2011, Federal Register Notice (76 FR 72027) as being a car that is made in the United States, comprises only 40 percent United States and Canada content according to the window sticker

([http://www.cheersandgears.com/uploads/1298005091/med\\_gallery/51\\_113449569.png](http://www.cheersandgears.com/uploads/1298005091/med_gallery/51_113449569.png)). There is no indication of how much of this 40 percent United States/Canadian content is United States made content. However, there is an indication on the window sticker concerning whether the Volt was assembled in the United States.

While the manufacture of steel and iron products that are typically used in highway construction (such as pipe, rebar, struts, and beams) generally refers to the various processes that go into actually making the entire product, the manufacture of vehicles typically refers to where the vehicle is assembled. Thus, given the inherent differences in the types of products that are typically used in highway construction and vehicles, we feel that simply waiving the Buy America requirement, which is based on the domestic content of the product, without any regard to where the vehicle is assembled would diminish the purpose of the Buy America requirement. Moreover, in today's economic environment, the Buy America requirement is especially significant in that it will ensure that Federal Highway Trust Fund (HTF) dollars are used to support and create jobs in the United States.

While the FHWA has not located a vehicle that meets a 100 percent domestic iron and steel content requirement, the FHWA does not find that a complete waiver based on non-availability pursuant to 23 U.S.C. 313(6)(2) is appropriate. However, the FHWA also recognizes that at least a partial waiver is necessary in order to permit the State

DOTs to proceed with the projects. The FHWA believes that a partial waiver that allows the public agencies to purchase vehicles so long as the final assembly of the vehicle as the end product occurs in the United States is appropriate. This approach is similar to the partial waivers previously given for various vehicle projects.

In conclusion, and in light of the above, pursuant to 23 U.S.C. 313(b)(1), the FHWA finds that it is in the public interest to grant a partial waiver from the general 100 percent domestic content requirement that applies to Federal-aid highway projects under Buy America. Under this partial waiver, however, the final assembly of any vehicles purchased with HTF funds must occur in the United States. Thus, so long as the final assembly of the 112 vehicle projects (including sedans, vans, pickups, SUVs, trucks, buses, and equipment, such as backhoes, street sweepers, and tractors) occurs in the United States, applicants to this waiver request may proceed to purchase these vehicles and equipment consistent with the Buy America requirement.

In accordance with the provisions of section 117 of the SAFETEA-LU Technical Corrections Act of 2008 (Pub. L. 110-244, 122 Stat. 1572), the FHWA is providing this notice as its finding that a partial waiver of Buy America requirements is appropriate. The FHWA invites public comment on this finding for an additional 15 days following the effective date of the finding. Comments may be submitted to the FHWA's Web site via the link provided to the waiver page noted above.

Authority: (Authority: 23 U.S.C. 313; Pub. L. 110-161, 23 CFR 635.410)  
Issued on: December 23, 2013.

Victor M. Mendez,  
Administrator

FR Doc.: 2013-31236 Filed 12-27-13; 8:45 am]  
BILLING CODE 4910-22

**DEBARMENT AFFIDAVIT**

FHWA Projects

**S P E C I A L   A T T E N T I O N**

**CONTRACT AFFIDAVIT - CERTIFICATION REGARDING DEBARMENT  
SUSPENSION**

The separate form entitled, CONTRACT AFFIDAVIT (As Required by Section 112(c) of Title 23 USC) has been deleted from this proposal.

Bidders are advised that the last page of the bidding proposal has been revised to include the same reference, **IN BOLD PRINT**, relative to the non-collusion statement included on the discontinued form.

X X X X X X X X X X X X X X X X

The Contractor is advised that 49 CFR 29.510, Appendix A, requires that the Contractor, including all principals, certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years. (For certification instructions see next page).

The certification has been added, **IN BOLD PRINT**, onto the next to the last page of the bidding proposal.

The Contractor is further advised that Appendix B of 49 CFR 29.510 regarding certification of lower tier transactions has been added to Form FHWA-1273.

## **DEBARMENT APPENDIX**

### Appendix A - Certification regarding Debarment, Suspension, and other Responsibility Matters

- Primary Covered Transactions.

#### Instruction for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification" Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## DISADVANTAGE BUSINESS ENTERPRISE (DBE) POLICY / PROGRAM REQUIREMENTS

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### ***Applicable to: All Contracts***

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26.

b. Assurance: ***The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.*** Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph.

c. The successful bidder will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

d. The contractor must promptly notify NHDOT, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NHDOT.

### **CIVIL RIGHTS REQUIREMENTS**

#### ***Applicable to: All Contracts***

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing

requirements the Federal Highway Administration may issue.

**(2) Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract. The Contractor agrees to comply with all applicable Federal Equal Employment Opportunity implementing regulations and with any implementing requirements the Federal Highway Administration may issue.

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The

Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

**(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of

the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Highway Administration,

**modified only if necessary to identify the affected parties.**

## **PART II – SPECIFICATIONS FOR SNOW & ICE REMOVAL EQUIPMENT**

The equipment listed below is to be installed on 2 new cab and chassis vehicles provided by the Town of Salem.

### **SALTER BODY**

**12 FT LOW PROFILE STAINLESS STEEL**

**12" REAR SPILL PLATE / FRONT HEADBOARD TO EXTEND OVER CAB**

REAR EXCESS LADDER /POLY DISC SPINNER  
2 WORK LIGHTS AT SPINNER  
FRONT & REAR STROBES LED TYPE  
HYDRAULIC LINES FROM CONTROL TO REAR OF SPREADER  
LIQUID SPRAY SYSTEM 2 90 GALLON TANKS MOUNTED ON  
CATWALKS/ ENCLOSED PUMP HOUSING/ CONTROLS IN CAB  
ALL LIGHTS REQUIRED B/U & ALARM /STOP /TURN /TAIL LED  
TYPE  
REAR COLOR BACKUP CAMERA W/ 7" COLOR MONITOR IN CAB  
STAINLESS STEEL PLATE MOUNTED BETWEEN SALTER & TRUCK  
FRAME BACK OF WING TOWER TO REAR OF SALTER

SNOW PLOW / WING / HYDRAULIC SYSTEM  
FRONT ONE WAY W/11 FT STANDARD HIGHWAY PUNCH BOLT  
PATTERN /ONE PIECE TRIP EDGE MOLDBOARD

WING ASSEMBLY  
11 FT STANDARD HIGHWAY PUNCH PATTERN ONE PIECE TRIP  
EDGE /HEAVY DUTY WING ARMS

POWER FRONT TILT HITCH 4INCH BY 10 INCH DUAL ACTION LIFT

FRONT CABLE OVER DESIGN FULL CABLE REAR WING CABINET  
W/SLIDE  
HYDRAULIC TANK AT LEAST 30 GALLON TANK W/ SIGHT GLASS  
AND FILTER ASSY/ BALL VALVE SHUT OFF  
QUICK DISCONNECT FITTINGS AT TILT HITCH  
AIR CONTOLS FOR HYDRAULICS MOUNTED ON ADJUSTABLE  
PEDESTAL  
HOT SHIFT PTO OFF TRANSMISSION FOR HYDRAULICS

CLOSED LOOP GROUND SPEED W/ SENSORS  
PRE WETTING FOR ANTI ICING  
GPS INFO AND DATA DOWNLOADING  
AIR&GROUND TEMP UNIT