



Borough of
Tinton Falls
New Jersey

DARRIEL R. ANDERSON, R.P.P.O.
PURCHASING AGENT

556 TINTON AVENUE
TINTON FALLS, NJ 07724-3298
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SPECIFICATIONS

CONTRACT #11-8

ONE (1) 2011 OR NEWER WHEEL LOADER WITH ATTACHMENTS

BIDS TO BE RECEIVED AT 11:00 AM PREVAILING TIME

ON

FRIDAY, NOVEMBER 18, 2011

**DARRIEL R. ANDERSON, RPPO, QPA
PURCHASING AGENT**



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NOTICE TO BIDDERS

The Borough of Tinton Falls invites sealed bids for:

**CONTRACT #11-7
DIGITAL IN-CAR HD VIDEO SYSTEMS FOR TINTON FALLS POLICE DEPARTMENT**

**CONTRACT #11-8
2011 OR NEWER WHEEL LOADER W/ATTACHMENTS**

**CONTRACT #11-9
THREE (3) 2011 OR NEWER DUMP TRUCKS W/PLOWS**

**CONTRACT #11-10
ONE (1) 2011 OR NEWER DUMP TRUCK W/PLOW & SANDER**

**CONTRACT #11-11
REPLACEMENT REFUSE PACKER AND INSTALLATION**

**CONTRACT #11-12
SEWER CAMERA INSPECTION SYSTEM**

RECEIPT OF BIDS: FRIDAY, NOVEMBER 18, 2011 at 11:00 AM

Specifications may be obtained as PDF files from the Borough website at www.tintonfalls.com. Click on Competitive Bidding in the left column and then click on "Competitive Bids". They are also available from the Purchasing Office 8:30 AM to 4:30 PM Monday through Friday, or can be mailed by calling 732-542-3400, Ext. 255, faxing request 732-542-3246, or emailing purchasing@tintonfalls.com.

Bidders are required to comply with the requirements of NJSA 10:5-31 and NJAC17:27.

**DARRIEL R. ANDERSON, RPPO, QPA
Purchasing Agent**

TO BE PUBLISHED: FRIDAY, NOVEMBER 4, 2011

GENERAL INSTRUCTIONS TO BIDDERS

(REV. 5/17/10)

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope (1) addressed to the Purchasing Agent (2) bearing the name and address of the bidder on the outside (3) clearly marked "BID" with the name of the item(s) being bid.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The Borough reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

2. BID SECURITY

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

A. (X) BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the Borough.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Borough.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. **Failure to submit required guarantee shall be cause for rejection of the bid.**

3. A. () CONSENT OF SURETY

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

Failure to submit this shall be cause for rejection of the bid.

B. () PERFORMANCE BOND

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

C. () MAINTENANCE BOND

Maintenance Bond shall be posted upon completion of project which guarantees work for one (1) year from date of completion and acceptance by the Borough. At that time the Performance Bond will be released after Resolution is passed by Council accepting Maintenance Bond.

3. QUOTATIONS, BIDS AND FORMS

- A (1) The Borough of Tinton Falls is exempt from any local, state or federal sales, use or excise tax. The Borough of Tinton Falls will not pay service charges such as interest and late fees.
- (2) The Borough of Tinton Falls or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The Borough has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by the Borough. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.
- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal.
BIDDER IS ALERTED TO THE CHECK LIST ON THE PROPOSAL SHEET.

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received as least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid.

The Borough's interpretations or corrections thereof shall be final.

- D. 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Borough reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.
- D. The contractor shall hold and save harmless the Borough, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to the Borough, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

- A. The Borough reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Borough to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The Borough further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Borough reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next lowest responsible bidder.
- E. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. NEW JERSEY PREVAILING WAGE ACT (When Applicable)

A. Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements Of the New Jersey Prevailing Wage Act.

B. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

8. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

9. NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

10. REQUIRED AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following:

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their Certificate of Employee Information Report, or
- (3) A completed Affirmative Action Employee Information Report.(AA302- Available upon request)

B. Construction Contracts

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

11. WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to assure that every container bears a proper label. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact sheet, must be furnished to the Borough.

12. STATEMENT OF CORPORATE OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Borough a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any

class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

13. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

14. INSURANCE, ACCIDENTS, INJURIES, DAMAGES

A. If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the Borough in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the Borough from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Borough regulation, ordinance or the laws of the State, or the United States while said work is in progress.

B. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the Borough when required. In all cases where a Certificate of Insurance is required, the Borough is to be named as an additional insurer.

15. PAYMENT

Payment will be made after a properly executed Borough voucher has been received and formally approved on the voucher list by the Borough Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

16. TERMINATION

A. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Borough. The Borough may terminate the contract upon 30 days' written notice to the Contractor. The Borough shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

B. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Borough may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.

C. TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Borough has determined the Contractor has failed to remedy the problem after being forewarned.

D. **TERMINATION BY THE BOROUGH:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Borough may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Borough shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

17. **INDEMNIFICATION:**

The Contractor agrees to indemnify and save harmless the Borough, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

18. **ADDITIONS/DELETIONS OF SERVICE:**

The Borough reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

19. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

20. **SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

21. **"THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT" PL '99 C.238 as amended by PL '03 C.91**

No contractor/subcontractor is permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Borough requires production of a certificate from those bidding on or engaging in public works projects.

"Contractor," is defined as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance work including painting and decorating, done on any property or premises and includes any subcontractor or lower tier subcontractor as defined herein.

For Further Information Contact:

Contractor Registration Unit, New Jersey Department of Labor,
Division of Wage & Hour Compliance, P.O. Box 389,
Trenton, N. J. 08625-0389, Telephone: (609) 292-9464,
Fax: (609) 633-8591, E-mail: contreg@dol.state.nj.us

22. Amendments to N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"
New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.
23. **N.J. Business Registration Program. Certificate required pursuant to C57, PL2004.**
The law has been amended and provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury can be provided prior to award of bid if not in the bid package at the time of opening.
24. "Pay to Play" - Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting
(NJS 19:44A-20.27)
- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
- (4) If you have any questions, please contact ELEC's website at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700.
26. This is a firm fixed contract, prices firm, FOB Borough location. No price escalation is allowed. The vendor shall void the contract and permit the Borough to solicit open market pricing should any price increase or surcharge be imposed.

(REVISED 10/08)

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

NAME OF FIRM

SIGNATURE

PRINT NAME

DATE

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Must Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this
___ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____

of full age, being duly sworn according to law on my oath depose and say that:

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

_____, the bidder making this Proposal for the

bid entitled _____, and that I executed the said
(title of bid proposal)

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

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

Subscribed and sworn to

before me this day _____ of

_____, 2 _____

Signature

(Type or Print Name)

Notary Public

My Commission expires _____

(seal)

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

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

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

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

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

There is presented herewith:

A certified check, cashier's check, or bid bond in the amount of \$ _____ payable to the order of the Borough of Tinton Falls, which the undersigned bidder agrees to forfeit as liquidated damages to the Owner, if written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned bidder within sixty (60) days after the date of opening of the bids, or any time thereafter, before this bid is withdrawn and the undersigned fails to deliver executed contract and contract bond within two (2) weeks after the date of such mailing, telegraphing or delivering of such notice. The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

(an individual)
The undersigned bidder is (a partnership) under the laws of the State of
(a corporation)

_____, having its principal
offices at _____

Signed: _____

Title: _____

Firm Name: _____

Address: _____

Telephone: _____

BOROUGH OF TINTON FALLS SPECIFICATIONS

CONTRACT #11-8 ONE (1) 2011 OR NEWER WHEEL LOADER WITH ATTACHMENTS

GENERAL: It is the intent of these specifications to describe a four wheel drive loader, quick- attach mechanism, and optional attachments. The equipment to be supplied shall be manufacturers 2011 production year or newer including accessories and normally standard features not specifically mentioned but normally supplied and/or necessary to furnish a unit complete and ready for operation. **NEW** and **DEMONSTRATOR** units meeting all substantive items of the specifications shall be considered where price and/ or delivery time provide the most benefit to the Borough of Tinton Falls. Pre- owned, leased, or used equipment shall not be acceptable. Demonstrator units shall be in like new condition with minimal operating hours accumulated.

EQUIVALENT PRODUCT - Bids will be accepted for consideration on any make or model that is equal or superior to that described herein. Bidders must provide the using agency a complete copy of these specifications showing where their offering differs. Decisions of equivalency will be at the sole interpretation of the Borough of Tinton Falls. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.

All items of standard equipment which are normally provided by the manufacturer shall be furnished unless such items are expressly deleted or are specified to be other than the standard. When optional equipment is specified, all components listed in the manufacturer's data book as being included or required with the option shall be furnished.

The successful bidder will be the lowest responsible bidder whose product meets the specifications and which is judged to best serve the interests of the Borough when price, product, safety, quality and delivery are considered. The Borough reserves the right to reject any or all bids or any part thereof, and waive any minor technicalities. If lowest responsible bidder is not selected, low bidder will be given notice and an opportunity to be heard.

Bidders shall certify in writing that all equipment to be supplied is of the latest design and complies with all state, federal, OSHA and ANSI standards. All shall be part of this bid package. Failure to comply with the above requests will be considered an informal bid and will represent grounds for rejection of the bid.

Original manufacturer's brochures of the proposed unit are to be submitted with all proposals. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer to have been in prior successful use and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed if requested.

It shall be each bidders responsibility to carefully examine each item of the specification and to respond indicating **COMPLY – YES / NO** where indicated. **All exceptions or deviations** from the exact specification shall be described in the appropriate section.

	<u>Comply</u>	
	Yes	No
<u>Engine</u>		
1. Turbocharged diesel	___	___
2. Rated net power, 125 h.p. minimum	___	___
3. Cylinders – 6	___	___
4. Displacement 6.0 litre, min	___	___
5. Net Torque – 450 ft. lbs min.	___	___
6. Electrical system 24 volt, 95 amp alternator, 1900 CCA batteries	___	___
7. Emissions certified engine.	___	___
8. Spin on filters	___	___
9. Fan guard for safety	___	___
10. All service checks from ground level	___	___
11. Serpentine belt with automatic belt tensioner	___	___
12. Automatic engine shut down with alarm for high water temp, low oil pressure, low coolant level.	___	___
13. Cold weather starting aid, glow plugs.	___	___

Transmission

1. Four forward, three reverse, automatic transmission.	___	___
2. Transmission neutralizer, operator controlled.	___	___

Axles

1. Limited slip rear axle. All wheel drive.	___	___
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Brakes

1. Fully enclosed hydraulic wet disc brakes.	___	___
2. Parking brake with shifter interlock.	___	___

Steering

1. Articulated loader with two steering cylinders	___	___
2. Independent steering pump.	___	___

	<u>Comply</u>	
	Yes	No
<u>Hydraulic System</u>		
1. Pump output- 40 gpm at rated speed	___	___
2. Maximum working pressure- 4000 psi	___	___
3. Minimum hydraulic system capacity 35 gals.	___	___
4. Controls for loader, bucket, and third function at bucket.	___	___
5. Two lift cylinders; one or two tilt cylinders.	___	___
6. Hydraulic oil cooler, and spin on filters.	___	___
7. Ride Control system, controlled by operator.	___	___

Tires

1. Front and rear- 20.5R 25 L-3	___	___
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Operating Weight

1. Weight – 25,000 lbs min. with cab, counterweights, bucket, and fluids.	___	___
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Hydraulic Controls

1. Low effort joystick controls for loader functions and for provided third function.	___	___
2. Single lever transmission F-N-R.	___	___
3. Quick coupler control for bucket changes.	___	___

Loader, Dimensions, and Performance

1. High Lift loader linkage.	___	___
2. Bucket- General purpose 2.4- 2.5 cu.yds capacity.	___	___
3. Bolt on cutting edge.	___	___
4. Quick coupler, with in cab controls.	___	___
5. Reach at full height, bucket 45 degrees – 36 in minimum.	___	___
6. Dump clearance @ 45 deg – 10’6” minimum.	___	___
7. Breakout Force – 20,000 lbs. minimum	___	___
8. Maximum cycle time 10 seconds.	___	___
9. Automatic bucket positioner.	___	___
10. Automatic lift kickout.	___	___

<u>Cab</u>	<u>Comply</u>	
	Yes	No
1. 40,000 BTU heater, defroster	___	___
2. Sound suppressed at or below 76 DbA.	___	___
3. Floor mat	___	___
4. Dome light	___	___
5. Inside rear view mirrors	___	___
6. Front and rear windshield wiper	___	___
7. Seat belt.	___	___
8. Tinted glass can be opened for ventilation	___	___
9. Fresh air filter	___	___
10. Fabric seat w/ arm rests, adjustable backrest.	___	___
11. Parking brake with warning indicator	___	___
12. Ground level door release.	___	___
13. Two front work lights	___	___
14. Two rear work lights	___	___
15. Two side mounted work lights	___	___
16. Rear window defroster, electric.	___	___
17. Air conditioning, factory installed	___	___
18. Tilt steering column	___	___
19. Outside rearview mirrors	___	___

Cab Instrumentation

Cab instrumentation shall include dash mounted gauges and/ or a computerized monitoring system with audible and visual warning for the following:

1. Air cleaner restriction	___	___
2. Low alternator voltage	___	___
3. Engine coolant temperature	___	___
4. Engine oil pressure	___	___
5. Hydraulic filter restriction indicator	___	___
6. Park brake on/off indicator	___	___
7. Electric fuel gauge, illuminated	___	___
8. Electric hour meter/tachometer	___	___

Additional

1. Two front and two rear turn signal/flashers	___	___
2. Two rear stop and tail lamps	___	___
3. Two rear reflectors	___	___
4. Grill screen	___	___
5. Reverse alarm	___	___

	<u>Comply</u>	
	Yes	No
6. Horn	___	___
7. Vehicle tie downs, two front and two rear	___	___
8. SMV-Triangle	___	___
9. Operators, Parts and Repair manuals to be provided. CD, DVD, or paper is acceptable	___	___
10. Strobe or LED Beacon with guard	___	___
11. One spare set of all filters and belts to be provided	___	___
12. Four keys	___	___
13. Fire extinguisher, mounted in cab.	___	___
14. Two way radio, 40 watt, programmed for two frequencies	___	___

OPTION 1:

Bidders shall include pricing on heavy duty snow plow attachment, built expressly for this use, approximately 11 feet in length, with quick- connect mechanism. Attachment shall mate with loader described and include all hardware, plumbing, etc. to be fully operational. Blade shall be power angled left and right from third joystick hydraulic function. Plow shall include replaceable wear edges, adjustable mushroom skids, and curb shoes. 12 volt add-on hydraulic motor/ pumps are not acceptable. **Pricing on this option shall be included on proposal page.**

	<u>Comply</u>	
	Yes	No
	_____	_____

DESCRIBE:

OPTION 2:

Bidders shall include pricing on Tink 720 Claw bucket, or equivalent, with quick- connect mechanism. Bucket shall mate with loader described and include all hardware, plumbing, etc. to be fully operational. Bucket shall open/ close laterally and include tungsten carbide replaceable wear edges. **Pricing on this option to be included on proposal page.**

	<u>Comply</u>	
	Yes	No
	_____	_____

DESCRIBE:

PROPOSAL

CONTRACT #11-8 ONE (1) 2011 OR NEWER WHEEL LOADER WITH ATTACHMENTS

TO THE BOROUGH OF TINTON FALLS
BOROUGH COUNCIL:

The undersigned bidder(s) declares they have read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that they have determined the conditions affecting the bid and agree, if this proposal is accepted, to furnish the following within **90** days or sooner after receipt of award.

TOTAL BID

**ONE (1) 2011 or Newer Wheel Loader
as described in Specifications.**

\$ _____

OPTION 1:

Heavy Duty Snow Plow Attachment

\$ _____

OPTION 2:

Tink 720 Claw Bucket or Equivalent

\$ _____

GRAND TOTAL BID:

\$ _____

TOTAL BID IN WRITING FOR WHEEL LOADER ONLY

TOTAL BID IN WRITING FOR GRAND TOTAL BID:

YEAR, MAKE & MODEL FOR WHEEL LOADER: _____

OPTION 1: MAKE & MODEL _____

OPTION 2: MAKE & MODEL _____

DELIVERY DATE: _____

EXCEPTIONS TO SPECIFICATIONS: No _____ Yes _____

If exceptions are taken, use additional sheet of paper and include with bid.

A bid (check) (bond) in the amount of \$ _____ is enclosed.

(corporation)

The undersigned is a (partnership) under the laws of the State of

(individual)

_____ having its principal office at _____

CHECKLIST – MANDATORY ENCLOSURES

Bid Bond _____

Mandatory Language/Affirmative Action Forms _____

Business Registration Certificate

Non-Collusion Affidavit _____

Stockholder Disclosure _____

Signed Proposal _____

FIRM: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

FEDERAL I.D. # OR SOCIAL SECURITY NO.: _____

SIGNATURE OF AGENT:

TYPE OR PRINT NAME OF AGENT:

SEAL IF A CORPORATION