



Borough of  
Tinton Falls  
New Jersey

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# **SPECIFICATIONS**

## **CONTRACT #11-10**

### **ONE (1) 2011 OR NEWER DUMP TRUCK WITH PLOW & SANDER**

**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](http://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](mailto: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 indemnitees, 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 indemnitees 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 30<sup>th</sup> 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](http://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.**

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NAME OF FIRM

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SIGNATURE

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PRINT NAME

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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 #11-10 ONE (1) 2011 OR NEWER 5-7 YARD DUMP TRUCK WITH PLOW AND SANDER

**GENERAL:** It is the intent of these specifications to describe a truck chassis, body, and plow combination with a minimum GVWR of 36,000 lbs. fully equipped and road ready. The equipment to be supplied shall be shall be manufacturers 2011 production year or newer including accessories and normally standard features not specifically mentioned but normally supplied or necessary to furnish a unit complete and ready for operation.

**DEMONSTRATOR** units meeting all substantive items of the specifications shall be considered where price and/ or delivery time may 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 miles accumulated.

All items of standard equipment which are normally provided by the chassis 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 performance, safety, quality, price, 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 bidder is not selected, low bidder will be given notice and an opportunity to be heard.

The manufacturer of the equipment bid shall certify that all equipment complies with all state, Federal, OSHA, and ANSI standards.

Bids will be accepted for consideration on any make or model that meets the minimum specifications stated herein. Bidders must provide 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.

**EQUIVALENT PRODUCT** - The following specifications describe a minimum requirement. Any mention of brand name, model, etc. is intended only to describe that requirement for comparison to similar equipment unless otherwise mentioned. Differences in construction or design than that described will not be considered deficiencies provided it is determined that performance, safety, and reliability are equal.

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 rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed if requested.

## SPECIFICATIONS

	COMPLY	
<u>FRAME:</u>	YES	NO
Approximately 160" wheel base/ 85" cab to axle; or appropriate for plow and body described	_____	_____
Single frame rail, heat-treated alloy steel, (120,000 PSI yield) minimum	_____	_____
GVWR minimum 36,000 lbs.	_____	_____
<b>EXCEPTIONS:</b> _____		
_____		

### AXLES & SPRINGS:

<b>Front Axle:</b>		
14,000 lb. capacity front axle	_____	_____
Minimum capacity 14,000 lb. tapered leaf front springs	_____	_____
Hydraulic tubular front shock absorbers	_____	_____
Oil bath wheel seals factory filled with synthetic lubrication	_____	_____
<b>Rear Axle:</b>		
23,000 Lb. capacity rear axle, single reduction	_____	_____
Gear ratio for best performance plowing while maintaining good road speed.	_____	_____
Rear axle factory filled with 75W-90 synthetic lubrication for extended drain intervals	_____	_____
23,000 Lb. capacity springs with multi leaf auxiliary springs	_____	_____
<b>EXCEPTIONS:</b> _____		
_____		

### BRAKES:

Air brakes, with extended service linings	_____	_____
Four wheel anti-lock braking system	_____	_____
Front brake shoes 16.5" x 5.0"	_____	_____
Rear brake shoes 16.5" x 7.0"	_____	_____
Air dryer with spin on replaceable desiccant cartridge	_____	_____
Rear brake chambers located for maximum ground clearance	_____	_____

	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
Dust shields front & rear	_____	_____
Brake lines color coded	_____	_____
Air compressor intake line routed through air cleaner	_____	_____
13.2 CFM gear driven air compressor	_____	_____
Chassis to be equipped with air brake trailer controls, including tractor protection valve, glad hand connections, and as required by DOT for proper operation.	_____	_____

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

**EXHAUST:**

Single stainless steel muffler with vertical tail pipe, to include stainless heat shield and rain cap. \_\_\_\_\_

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

**ELECTRICAL:**

Two 12 volt group 31 maintenance free batteries, 950 CCA each \_\_\_\_\_

135 amp alternator \_\_\_\_\_

Circuit breakers \_\_\_\_\_

Wired for electric trailer brake controller. Electric trailer brake controller shall be mounted in cab. Trailer plug mounted at rear, configuration to be approved by Borough. \_\_\_\_\_

Cigarette lighter \_\_\_\_\_

Dual air horns \_\_\_\_\_

Electronic engine shutdown system for low oil pressure, high water temperature, or low coolant level \_\_\_\_\_

Halogen headlights \_\_\_\_\_

Dome light \_\_\_\_\_

Dash mounted courtesy lamps \_\_\_\_\_

	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
AM/FM radio / with, clock, electronic tuning	_____	_____
Intermittent wipers	_____	_____
Back up alarm 102 dba or equivalent	_____	_____
All lighting shall be as required by DOT, state, and/ or FMVSS	_____	_____

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

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**POWER STEERING:**

Gear driven power steering pump	_____	_____
Adjustable steering column	_____	_____

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

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**TILTING FRONT HOOD:**

Tilt nose hood must open fully when plow rig is attached for maintenance.	_____	_____
Fluid level checks may be accomplished through hood hatches or by tilting hood.	_____	_____

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

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**ENGINE:**

In- line six cylinder electronic diesel, minimum 240 HP, 660 lb-ft torque	_____	_____
Heavy duty air cleaner	_____	_____
Electronic data links allows monitoring of engine operating conditions using scan tool.	_____	_____
On/ off type fan clutch	_____	_____
1250 watt engine block heater	_____	_____
Silicone radiator hoses & silicone heater hoses	_____	_____
Heavy duty aluminum radiator with integrated transmission oil cooler	_____	_____
Cooling system shall be factory filled with long life coolant	_____	_____

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

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**COMPLY**  
**YES                      NO**

**TRANSMISSION:**

Allison series 3000 RDS World transmission	_____	_____
Five (5) forward speeds	_____	_____
Push button gear selector, electronic fluid level sensing.	_____	_____

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

**OPTION 1:** Bidders are requested to furnish pricing on **optional four wheel drive variation** of this vehicle, describing below all chassis, power train, and capacity changes necessary. Please provide manufacturers literature with bid documents and include pricing on proposal page.

\_\_\_\_\_                      \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FUEL TANK/ACCESSORIES:**

50 gallon capacity	_____	_____
Engine mounted fuel / water separator	_____	_____

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

**COMPLY**  
**YES                  NO**

**CAB:**

Air suspension high back drivers seat.	_____	_____
Non suspended two man companion seat. Total three man seating in cab.	_____	_____
Three point seat belts	_____	_____
Insulated black rubber floor mat	_____	_____
Factory installed air conditioning	_____	_____
Heated stainless West Coast style mirrors with aux. 8 inch convex. All mirror brackets and heads shall be stainless steel.	_____	_____
Gauges to include speedometer, tachometer, hour meter, oil pressure, water temperature, and transmission temperature.	_____	_____
Tinted windows	_____	_____
Air horns	_____	_____

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

**TIRES & WHEELS:**

12R22.5 16 ply front and rear, mounted on hub piloted disc wheels.	_____	_____
Front tread Goodyear G287 or equivalent all position; rear to be heavy snow tread.	_____	_____
One spare tire / wheel assembly shall be provided, snow tread.	_____	_____

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

**PAINT:**

Truck shall be painted School Bus Yellow. Frame to be manufacturer's standard black.	_____	_____
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**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_

**COMPLY**  
**YES                      NO**

**MISCELLANEOUS:**

- A Motorola two way radio model M130, or equal, two channel, shall be installed and programmed at approved location within easy reach of driver. \_\_\_\_\_
- Four sets of keys shall be included. \_\_\_\_\_
- One complete spare set of all filters and belts shall be provided at the time of delivery, including those for attached body specs. \_\_\_\_\_
- One full set of parts, service, and repair manuals including chassis, engine, and transmission shall be provided. Paper, CDROM, or DVD is acceptable. \_\_\_\_\_
- One 5 lb. fire extinguisher and triangle kit, mounted in cab. \_\_\_\_\_

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

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**HYDRAULIC SYSTEM:**

- Power Take Off shall be “Hot Shift” style, transmission driven with close- coupled hydraulic pump, eliminating need for pump driveshaft. Pump engagement and operation available at any time, moving or stationary, in any gear range from rocker switch on dash. \_\_\_\_\_
- Pump shall be load sensing, 35 gpm minimum, and capable of operating all functions, i.e. plow, sander, and hoist without starving any function for flow. \_\_\_\_\_
- Truck shall be fully equipped for sander installation, with quick connects at rear \_\_\_\_\_
- Pressure compensating flow divider to provide full flow to spreader when operating, with flow on demand by plow or hoist when called for. \_\_\_\_\_
- Control valves shall be sectional balanced spool valves with integral relief valves. Sections provided for operation of plow raise and lower, plow angling, hoist raise and lower, and as needed for spreader conveyor and spinner operation. Plow shall be power up and down with float position. Hoist shall be power up and down. Adequate relief valves provided to prevent damage. \_\_\_\_\_
- Dual flow control valve in cab, manually operated and individually adjustable for control of conveyor and spinner. A single integral lever shall activate or shut down spreader. Spinner shall have flow priority. Oil flow shall dump to tank when spreader is off. \_\_\_\_\_
- Valve sections shall operate via stainless steel push/ pull cables, fully bonneted and weatherproof. \_\_\_\_\_
- There shall be no exposed hydraulic lines in cab for safety. \_\_\_\_\_
- Hydraulic reservoir, frame mounted, shall be minimum 40 gals. capacity with low oil alarm. \_\_\_\_\_
- Reservoir shall include mesh suction strainer, 140 micron or finer. \_\_\_\_\_

**COMPLY**  
**YES                      NO**

Return line filter mounted at tank, external, spin- on.	_____	_____
Gate valve on suction line.	_____	_____
Pressure lines two- wire braid, quick connects at plow and sander attaching points.	_____	_____
Quick connects to be bulkhead mounted, all hoses mounted to eliminate chafing.	_____	_____

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

**DUMP BODY:**

Capacity : 5- 7 cubic yards	_____	_____
Length to accommodate 10 ft. sander, approx. 10 ft. 6 in.	_____	_____
One half over cab shield, ladder at left front, non- skid	_____	_____
Construction of body to be aluminum throughout, except tailgate linkage, hinges, hoist members, and where structural reliability requires steel. Continuous welding throughout.	_____	_____
Body walls to be 3/16” high strength aluminum, each one piece.	_____	_____
Body floor to be 3/8” high strength aluminum, one piece.	_____	_____
Aluminum shields ahead of wheels, mud flaps 1/2” rubber ( no logos) at rear.	_____	_____
<b>OPTION for stainless steel</b> dump body. Attach proposed specifications for body and price on proposal page.	_____	_____
Tailgate double acting, with 3/8” retainer chains.	_____	_____
Body lighting to include recessed additional stop and tail lights, and amber LED each side.	_____	_____
Body to include all DOT required lighting. All body lighting to be LED lamps.	_____	_____
Front corner post to include recessed amber LED each side.	_____	_____
Amber LED lamps on body to operate from single switch in cab with flash module to provide “strobe effect” emergency lighting.	_____	_____
Body wiring terminations shall be soldered and heat sealed where not in weatherproof enclosures. No exposed crimp terminals permitted.	_____	_____
Aluminum body to be unpainted.	_____	_____
Hoist to be 20 ton rated, low mounted, power up and down, greaseable at all pivots.	_____	_____

**COMPLY**  
**YES                  NO**

Rear hinge shaft to be one piece, greaseable.	_____	_____
Tarp cover, mesh, operated electrically from momentary switch in cab.	_____	_____
Pintle hook, 15 ton, mounted on 5/8" rear bulkhead. Bulkhead to also serve as mount for gladhands, trailer plug, quick disconnects for sander, and safety chain eyes.	_____	_____
Trailer plug shall be to borough specification with electric brake controller. Pintle height shall be to borough specification.	_____	_____

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

**SNOW PLOW:**

Plow to be heavy duty, power angled, and 11 foot moldboard	_____	_____
Plow frame hitch shall not require frame extensions.	_____	_____
Hitch shall be bolted directly to truck frame and shall transmit forces so as not to cause twisting or deformation. Hitch shall provide attachment points for bumper ends.	_____	_____
Hitch shall not interfere with hood opening or shall fold down without the use of tools.	_____	_____
Hitch side plates shall be minimum 5/8" steel plate.	_____	_____
Push plate against plow A-frame shall be minimum 5/8" steel reinforced with gussets.	_____	_____
Entire hitch to be fully reinforced as necessary to create a rigid reliable unit.	_____	_____
A quick attach mechanism shall be included that will preclude the use of any tools to mount plow. This may be accomplished by a latching mechanism or by vertical pin drops. Alignment shall be accomplished by driving truck against plow; hitch providing ramps or centering feature within reasonable limits. Mounting plow shall not require jacking, prying, or crawling between operating truck and plow to insert pins.	_____	_____
Plow lamps shall be mounted to top of hitch, activated by switch in cab, and shall use standard automotive headlamp bulbs.	_____	_____
Plow shall angle via dual hydraulic cylinders with relief to prevent impact damage.	_____	_____
Plow shall be approximately 40" high with rubber snow baffle 6" wide.	_____	_____
Plow markers to be flexible, bright colored.	_____	_____
Moldboard to be reinforced with six vertical 1/2" ribs, or equal.	_____	_____
Moldboard shall trip with adjustable tension springs.	_____	_____
Plow shall mount to provide correct blade angle with road surface for maximum efficiency and no unnecessary tripping.	_____	_____

**COMPLY**  
**YES                      NO**

Cutting edge shall be 11 feet X 6” abrasion resistant steel, AASHO punched. Universal curb shoes to be included both sides. \_\_\_\_\_ \_\_\_\_\_

Cast iron skid shoes shall carry plow on road surface. Skids shoes shall be round and adjusted by a hand crank. No tools shall be necessary to adjust height. \_\_\_\_\_ \_\_\_\_\_

Front axle weight rating shall not be exceeded when plow is raised. \_\_\_\_\_ \_\_\_\_\_

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

**BODY SANDER:**

V- box spreader approximately 10 feet long, or appropriate for dump body, capable of spreading granular materials up to 40 feet. This unit will consist of a hopper, discharge/feed conveyor, spinner disc, power drive, and all components necessary to make a complete and working unit. \_\_\_\_\_ \_\_\_\_\_

Construction of corrosion resistant stainless steel throughout except drag chain and related parts, spinner disc, and where use of stainless steel is functionally impractical. All seams are to be continuously welded. \_\_\_\_\_ \_\_\_\_\_

V-box sidewalls shall be sloped to provide free flow of material to conveyor system. Sidewalls, ends, and vertical support reinforcements all shall be minimum 12 ga. material. Horizontal channel cross supports shall be 7 ga. stainless steel and longitudinals shall be 10 ga. minimum. \_\_\_\_\_ \_\_\_\_\_

The V-box spreader shall rest upon 2 X 4” wood or other suitable material placed lengthwise on the dump body floor to minimize sliding and to provide easy wash out of body. \_\_\_\_\_ \_\_\_\_\_

Additional bracing, gussets, and bracing shall be of sufficient gauge stainless material to make a structurally sound and rigid assembly.

Spreader shall have lifting eyes at four top corners, tie down brackets for anchoring to dump body with heavy duty cargo ratchet straps, and shall utilize lower tailgate latches to further anchor unit to bed of dump body. \_\_\_\_\_ \_\_\_\_\_

Capacity of V- box shall be minimum 5 cubic yards and will be of sufficient overall height to extend above dump body sides. There shall be heavy duty conveyor belting or similar material fastened along top edge of hopper body of sufficient width to overlay top of dump body sidewalls. This will prevent spreading materials from accumulating inside dump body when loading. \_\_\_\_\_ \_\_\_\_\_

The spreader shall be hydraulically driven from the truck chassis hydraulic system through bulkhead mounted quick connect fittings at rear. Hydraulic hoses shall be two wire braid and protected from chafing. \_\_\_\_\_ \_\_\_\_\_

**COMPLY**  
**YES                      NO**

The V- box hopper shall have a double crimped top edge for rigidity and for the use of heavy duty steel hopper screens, hinged at the center of the V-box. There will be four such screens, two on each side. Screen openings shall be approximately 3 “ X 3” , built of 3/8” steel wire mesh, framed with angle iron and including steel bar supports to prevent collapse when loading. Hinges shall be attached to a bolted in structural member mounted lengthwise at the top center of the box.

\_\_\_\_\_

The material to be spread shall be transported to the rear feed gate opening by a bar flight conveyor chain approximately 24 inches wide. The chain bars only will be exposed to the spread material as the links of the conveyor chain will be shielded by the V- box design. The chain shall have 3/8 thick by 1-1/2 inch wide cross bars welded to every other chain link. The conveyor floor itself shall be bolted in for easier replacement and shall be minimum 10 ga. stainless steel.

\_\_\_\_\_

The conveyor chain will be driven by a cast iron gearbox, minimum 1-1/2 inch shaft and heavy duty heat treated sprockets. Both the drive shaft and idler shaft shall turn on four bolt flange bearings with grease fittings. The idler shaft at the front of the gearbox shall be spring assisted for automatic tensioning of the drag chain.

\_\_\_\_\_

Two hydraulic motors shall power the spreader. One motor shall be direct coupled to the gearbox for conveyor travel and the second motor shall independently operate the spinner assembly. Each motor speed shall be separately controlled from the spreader control valves described elsewhere.

\_\_\_\_\_

An adjustable height spinner assembly shall be mounted at the rear and shall be removable or repositioned for storage without the use of tools. The spinner assembly shall be constructed of minimum 12 ga. stainless steel throughout and include baffles and deflectors to ease unloading of the V- box as well as to best direct the path of spread material.

\_\_\_\_\_

The spinner disc shall be one piece to include the disc itself and the spinner flights. The assembly shall be made of polyurethane and shall be bolted to a steel hub attached directly to the spinner hydraulic motor.

\_\_\_\_\_

All stainless material shall be unpainted. All other components shall be painted in the manufacturers standard color.

\_\_\_\_\_

**EXCEPTIONS:**

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**COMPLY**  
**YES                      NO**

**AUTOMATIC SNOW CHAINS:**

Deployable tire traction device system. These systems have a pneumatic or electric rotary deployment motor which shall lower a tire driven disc, with short lengths of chain attached to it. The axis of rotation is nearly perpendicular to the rotation of the vehicle's drive wheel. When activated the truck tire will cause the mechanism to spin and throw chain under the drive wheel. When active there will always be at least one chain under the tire at all times. The driving disc will cause no damage to the tire or related parts.

\_\_\_\_\_

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

**WARRANTY:**

Entire truck package shall be covered by a 12 month warrantee, 100% parts and labor. Manufacturer's standard warrantees exceeding this requirement shall remain in effect.

\_\_\_\_\_

A sample copy of all warrantees specified must be submitted with the bidder's proposal

\_\_\_\_\_

**BIDDER SHALL BE REQUIRED TO PICK UP AND DELIVER TRUCK WHEN WARRANTY REPAIRS ARE NEEDED.**

\_\_\_\_\_

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

**DELIVERY:**

Delivery of all equipment shall be within **120 days** of date of award. Vehicle shall be delivered, titled, registered, emissions inspected, and ready to use under all applicable Federal, State, and local DOT requirements.

\_\_\_\_\_

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

# PROPOSAL

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

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 **120** days or sooner after receipt of award.

### TOTAL BID

ONE (1) 2011 or Newer 5-7 Yard Dump  
Truck with Plow and Sander \$ \_\_\_\_\_

ONE (1) 2011 or Newer DEMONSTRATOR 5-7  
Yard Dump Truck with Plow and Sander \$ \_\_\_\_\_

OPTION 1:  
Additional Cost for Optional Four Wheel  
Drive variation \$ \_\_\_\_\_

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**TOTAL BID IN WRITING FOR DUMP TRUCK W/O OPTION**

YEAR, MAKE & MODEL FOR DUMP TRUCK: \_\_\_\_\_

MAKE & MODEL SNOW PLOW: \_\_\_\_\_

MAKE & MODEL BODY SANDER: \_\_\_\_\_

YEAR, MAKE & MODEL FOR OPTION 1: \_\_\_\_\_

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.: \_\_\_\_\_

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

FEDERAL I.D. # OR SOCIAL SECURITY NO.: \_\_\_\_\_

SIGNATURE OF AGENT:

\_\_\_\_\_

TYPE OR PRINT NAME OF AGENT:

\_\_\_\_\_

SEAL IF A CORPORATION