



Borough of  
Tinton Falls  
New Jersey

SHANON RATHYEN, QPA  
PURCHASING AGENT

556 TINTON AVENUE  
TINTON FALLS, NJ 07724-3298  
732-542-3400 EXT. 252  
732-542-3246 FAX  
[srathven@tintonfalls.com](mailto:srathven@tintonfalls.com)  
[purchasing@tintonfalls.com](mailto:purchasing@tintonfalls.com)

# **SPECIFICATIONS**

**CONTRACT #16-7**

**ONE (1) 2016 OR NEWER  
AUTOMATED SIDE LOAD REFUSE VEHICLE**

**BIDS TO BE RECEIVED AT 11:00 AM PREVAILING TIME  
ON  
WEDNESDAY, JULY 6, 2016**

SHANON RATHYEN, QPA  
Purchasing Agent



Borough of  
Tinton Falls  
New Jersey

SHANON RATHYEN, QPA  
PURCHASING AGENT

556 TINTON AVENUE  
TINTON FALLS, NJ 07724-3298  
732-542-3400 EXT. 252  
732-542-3246 FAX  
[srathyen@tintonfalls.com](mailto:srathyen@tintonfalls.com)  
[purchasing@tintonfalls.com](mailto:purchasing@tintonfalls.com)

## NOTICE TO BIDDERS

The Borough of Tinton Falls invites sealed bids for:

**CONTRACT #16-6**  
**ONE (1) 2016 OR NEWER DUMP TRUCK WITH PLOW**

&

**CONTRACT #16-7**  
**ONE (1) 2016 OR NEWER AUTOMATED SIDE LOAD REFUSE VEHICLE**

Bids will be opened and read at the Borough of Tinton Falls, 556 Tinton Avenue, Tinton Falls, New Jersey 07724 on **WEDNESDAY, JULY 6, 2016 at 11:00 AM** prevailing time.

Specifications may be obtained as a PDF from the Borough's website at [www.tintonfalls.com](http://www.tintonfalls.com) (click on Competitive Bidding in the left column then on Competitive Bids) If you prefer you may also come in to pick up a set of specifications from the Purchasing Department between the hours of 8:30 AM to 4:30 PM Monday through Friday. You may also email your request to [purchasing@tintonfalls.com](mailto:purchasing@tintonfalls.com).

It is the responsibility of prospective bidders to visit the Borough of Tinton Falls website at [tintonfalls.com](http://tintonfalls.com) for any addenda/notices issued prior to the bid opening. Failure to do so could result in the rejection of your submission.

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

**SHANON RATHYEN, QPA**  
**Purchasing Agent**

**TO BE PUBLISHED: MONDAY, June 20, 2016**

## GENERAL INSTRUCTIONS TO BIDDERS

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.  **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.

**4. 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.*

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. NON-COLLUSION AFFIDAVIT**

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

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.
- 18. 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 indemnity, be indemnified against all liability, loss or damage of any nature whatsoever.
- 19. 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.
- 20.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.
- 21. 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.
- 22. "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](mailto:contreg@dol.state.nj.us)
- 23. 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.

24. **N.J. Business Registration Program**  
Certificate required pursuant to C57, PL2004. The law provides that a copy of the Business Registration Certificate issued by the NJ Dept. of Treasury **SHALL BE PROVIDED AT THE TIME ANY BID OR RFP IS SUBMITTED. FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED.**
25. "Pay to Play" - Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (NJSA 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.

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. 14 The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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. 17:27-1 et seq.

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

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

OR

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

OR

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

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

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

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

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Must Be Included with Bid Submission**

Chapter 33 of the public Laws of 1977 (NJSA 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District or any subsidiary or agency thereof, unless prior to the receipt of the bid corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

**Please check the appropriate paragraph:**

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

- |                                                        |                                                        |                                              |
|--------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Limited Liability Corporation |                                              |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Subchapter S Corporation      |                                              |
| <input type="checkbox"/> Non-Profit Corporation        | <input type="checkbox"/> Other                         |                                              |

**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 to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

(Notary Seal )

\_\_\_\_\_

Affiant

\_\_\_\_\_

Print name & title of affiant

( 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 proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements  
(name of contracting unit)

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

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
(MUST BE COMPLETED, DATED AND SIGNED)**

**PART 1**

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

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

---

**PART 2**

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
_____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

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

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

# **SPECIFICATIONS**

## **CONTRACT # 16-7**

### **ONE (1) 2016 OR NEWER AUTOMATED SIDE LOAD REFUSE VEHICLE**

**GENERAL:** It is the intent of these specifications to describe a truck chassis and body combination with a minimum GVWR of 62,000 lbs. fully equipped and road ready, capable of collecting and transporting refuse from 68 to 96 gallon automated carts on an everyday basis by one man as efficiently as possible. The equipment to be supplied shall be NEW and UNUSED and shall be manufacturers 2016 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.

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

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 the 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. All equipment must be new. Failure to comply with the above requests will be considered as an informal bid and will represent grounds for rejection of the bid.

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

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**

Bidders must fill in all spaces showing specific information as required or the bid package will be rejected. The exceptions, major or minor, must be listed and described on the Exception Page. No information can be introduced into the bid package after the official receipt and opening of the bid.

Chassis Manufacturer, model, and year \_\_\_\_\_  
 Chassis Dealer, address, and phone \_\_\_\_\_  
 Chassis service/ parts/ warranty location \_\_\_\_\_

Packer Manufacturer, model, and year \_\_\_\_\_  
 Packer Dealer, address, and phone \_\_\_\_\_  
 Packer service/ parts/ warranty location \_\_\_\_\_

	COMPLY-	YES	NO	EXCEPTION
<b>1. CAB AND EQUIPMENT:</b>				
The cab shall be hydraulic tilt design, aluminum or galvanized steel construction. Doors shall be one- piece.	_____	_____	_____	_____
<b>2. CAB EXTERIOR:</b>				
Electric wiper/washers with intermittent control. Dual 16" x 7" Stainless steel heated West Coast mirrors with clamp on 8 "convex auxiliary mirrors. Cab shall be insulated from engine heat where needed. Grab handles mounted behind doors. Cab steps shall be non- slip. All glass shall be tinted.	_____	_____	_____	_____
<b>3. CAB INTERIOR:</b>				
Driver seat shall be air suspended seat. Drivers and passenger seat shall be fully adjustable. Retractable seat belts with shoulder harness. Ashtray shall be included. Dual sun visors. Lower visibility window in right side door. Factory installed air conditioning and heater with three speed blower motor. Fresh air and recirculating vents.	_____	_____	_____	_____
<b>4. CAB INSTRUMENTATION:</b>				
Electric speedometer/ odometer, hourmeter, dual circuit air pressure gauge, electric gauges for fuel, water temperature, oil pressure, voltmeter, tachometer. Warnings for low water level, low oil pressure, high water temperature, and high transmission temperature. Check engine and check ABS lamp.	_____	_____	_____	_____
<b>5. CAB LIGHTING AND WIRING:</b>				
Lighting shall be in accordance with all federal, state, and DOT regulations. Cab shall include interior dome lamps.	_____	_____	_____	_____
<b>6. CAB ADDITIONAL:</b>				
(A) Steering configuration shall be left hand drive only.	_____	_____	_____	_____
(B) Power feed for two- way radio.	_____	_____	_____	_____
(C) Roof mounted air horns.	_____	_____	_____	_____

	COMPLY-	YES	NO	EXCEPTION
(D) Cab interior color shall be gray vinyl.		_____	_____	_____
(E) Factory engine shutdown system with audible and visual alarms for low oil pressure, high water temperature, and low water level, with automatic override.		_____	_____	_____
(F) Am/fm stereo radio dash mounted with electric clock. Electronic tuning with dual speakers.		_____	_____	_____
(G) Cab safety equipment shall include a five (5) lb. ABC dry type fire extinguisher, roadside triangle kit, and a first aid kit, securely mounted.		_____	_____	_____
(H) Cab shall be painted Sherwin Williams 42130 SW Yellow to match existing fleet vehicles of this type.		_____	_____	_____
(I) Cab shall be rustproofed. Rustproofing warranty shall be provided.		_____	_____	_____
<b>7. ENGINE AND EQUIPMENT:</b>				
(A) Unit to be powered by a 6 cylinder wet- sleeved electronic diesel engine, minimum 310 horsepower/ 1150 lb./ft. torque @ 1200 rpm.		_____	_____	_____
(B) Engine mounted full flow oil filter.		_____	_____	_____
(C) All fluid checks must be able to be performed without tilting the cab forward.		_____	_____	_____
(D) Spin on fuel filter.		_____	_____	_____
(E) 18 cubic foot per minute air compressor, minimum.		_____	_____	_____
(F) Cooling system water filter/ conditioner.		_____	_____	_____
(G) ON/OFF fan clutch.		_____	_____	_____
(H) High capacity air filter with housing mounted air restriction indicator.		_____	_____	_____
(I) Premium silicone radiator and heater hoses.		_____	_____	_____
(J) Anti- freeze protection to minus 40 degrees F.		_____	_____	_____
(K) Heavy duty radiator with surge tank located behind cab for daily fluid checks.		_____	_____	_____
(L) Alternator, 12 volt,130 amp.		_____	_____	_____
(M) Four 12 volt maintenance free batteries, minimum 2500 cold cranking amps.		_____	_____	_____

	COMPLY-	YES	NO	EXCEPTION
(N) 1500 watt engine block heater with bumper mounted weatherproof receptacle.				
(O) Single muffler.				
<b>8. TRANSMISSION:</b>				
(A) Transmission to be an Allison RDS 4500 automatic with electronic keypad shift and oil level sensing system.				
*NOTE: Integral hydraulic transmission retarder is desired and will be a part of bid evaluation. Other retarder configurations will be considered. All bidders should include pricing on available retarders as an option and on proposal page.				
(B) Driveline heavy duty tube 1810 HD with coated splines.				
<b>9. FRONT AXLE:</b>				
*NOTE: Minimal turning radius is desired and will be part of bid evaluation. All bidders shall state turning radius of completed vehicle:				
(A) Front axle shall be 20,000 lb. capacity with antilock brakes.				
(B) 20,000 lb. capacity front flat leaf suspension. Rubber bushed in front, slipper in rear.				
(C) Heavy duty double acting shock absorbers.				
(D) 16.5"x 6" cam brakes with extended service linings.				
(E) Outboard cast iron brake drums with dust shields.				
(F) Automatic slack adjusters.				
(G) Hub piloted disc wheels, heavy duty.				
(H) Tires shall be tubeless, 12R22.5 all season				
(I) Oil bath wheel seals.				
<b>10. REAR AXLE:</b>				
(A) Rear axle shall be 46,000 lbs. capacity tandem with antilock brakes. Wheelbase shall be appropriate for this application and for refuse packer described elsewhere.				

	COMPLY-	YES	NO	EXCEPTION
(B) Rear axle ratio shall be appropriate to assure best load carrying performance and 55 MPH road speed.		_____	_____	_____
(C) Rear suspension shall be 46,000 lb. capacity. Leaf springs are not acceptable at rear.		_____	_____	_____
(D) 16.5"x 7.0" cam brakes with extended service linings. Outboard cast iron brake drums with dust shields.		_____	_____	_____
(E) Four (4) 3030 parking brake chambers.		_____	_____	_____
(F) Automatic slack adjusters.		_____	_____	_____
(G) Hub piloted disc wheels, heavy duty.		_____	_____	_____
(H) Tires shall be tubeless, 12R22.5 all season		_____	_____	_____
(I) Oil bath wheel seals.		_____	_____	_____

**11. FRAME:**

(A) Frame shall be 110,000 p.s.i. yield minimum. Size and length to suit body, load, and intended use. Modified or drop frames NOT of chassis manufacturers design require written certification of approval and support by that manufacturer to be considered.		_____	_____	_____
(B) Air dryer, frame mounted, with spin – on filter element. Alcohol evaporator, frame mounted, downstream from dryer.		_____	_____	_____
(C) 50 gallon fuel tank frame mounted on frame rail.		_____	_____	_____
(D) Battery box and cover mounted on frame rail.		_____	_____	_____
(E) Electric back up alarm.		_____	_____	_____
(F) Heavy duty painted steel front bumper with dual chassis mounted tow hooks.		_____	_____	_____
(G) Air tanks shall be equipped with manual drain valves.		_____	_____	_____

**12. SPARE TIRES AND WHEELS:**

(A) One matching spare tire and wheel assembly shall be provided to match front and one additional to match rear.		_____	_____	_____
-------------------------------------------------------------------------------------------------------------------	--	-------	-------	-------

<b>13. ADDITIONAL REQUIREMENTS:</b>	COMPLY-	YES	NO	EXCEPTION
(A) A Motorola two way radio, 40 watt, two channel shall be installed and programmed at approved location within easy reach of driver.	_____	_____	_____	_____
(B) Four sets of keys shall be included.	_____	_____	_____	_____
(C) One complete spare set of all filters and belts shall be provided at the time of delivery, including those for attached body specs.	_____	_____	_____	_____
(D) One complete set of parts and service manuals including sub assemblies such as engine and transmission shall be provided. Printed, DVD, or CD is acceptable.	_____	_____	_____	_____

**14. OPTIONS/EXTENDED WARRANTEES:**

(A) Please provide detailed description and pricing for integral hydraulic transmission retarder and/ or other available retarder for consideration:

\_\_\_\_\_

\_\_\_\_\_

(B) Please provide detailed description and pricing for one manufacturer approved diagnostic scan tool with appropriate software provided to interface with provided engine and chassis electronic systems. This shall include reader, interface package, software, and necessary cables.

\_\_\_\_\_

\_\_\_\_\_

(C) Please provide detailed description and pricing for optional extended warrantees on engine and transmission:

ENGINE \_\_\_\_\_

\_\_\_\_\_

TRANSMISSION \_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL BIDDER REQUIREMENTS: -**

Successful bidder must submit a copy of actual "Manufacturers Statement of Origin" with successful bidders name and address on front side and Borough of Tinton Falls as first purchaser on back side before vehicle is registered and titled with the State of New Jersey.

Successful bidder shall have cab/chassis diesel emission inspected with New Jersey State sticker and all proper paperwork. Vehicle to be inspected by a New Jersey State Certified Emission Inspection Center.

# AUTOMATED SIDE LOADING REFUSE BODY

**GENERAL:** It is the intent of these specifications to describe a hydraulically operated side load refuse body with a mechanical lift arm and grippers capable of handling 68 through 96 gallon automated containers. It shall feature continuous hydraulic compaction and off-loading via hydraulic dump and be installed on the chassis previously mentioned herein.

The equipment to be supplied shall be new and unused and shall be manufacturer's current production model, including accessories and normally standard features not specifically mentioned but normally supplied and/or necessary to furnish a unit complete and ready for operation.

The equipment to be supplied shall fully conform to ANSI Safety Standards 2245.1

State Manufacturer \_\_\_\_\_

State Model Number \_\_\_\_\_

	COMPLY	YES	NO	EXCEPTION
--	--------	-----	----	-----------

**I. CAPACITY:**

- |                                                                                                                                     |       |       |       |  |
|-------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|--|
| A. The packer body shall have a minimum capacity of 26 cubic yards excluding the receiving hopper. Larger units will be considered. | _____ | _____ | _____ |  |
| B. The hopper shall have a separate minimum capacity of three (3) cubic yards.                                                      | _____ | _____ | _____ |  |

**II. UNIT DIMENSIONS:**

- |                                                           |       |       |       |  |
|-----------------------------------------------------------|-------|-------|-------|--|
| A. Approximate body length for 26 yard body: 238 inches.  | _____ | _____ | _____ |  |
| B. Approximate body width: 96 inches.                     | _____ | _____ | _____ |  |
| C. Approximate body height (for 26 yard body): 97 inches. | _____ | _____ | _____ |  |

**III. BODY CONSTRUCTION:**

**Note:** Differences in body design or construction will not necessarily be deemed deficient. Offerings of lighter gauge steels or smaller structural supports shall require additional proofs of equivalency.

- |                                                                                                                      |       |       |       |  |
|----------------------------------------------------------------------------------------------------------------------|-------|-------|-------|--|
| A. The body sides to be minimum 10 gauge upper wall sections and 7 gauge at lower sidewalls, all high tensile steel. | _____ | _____ | _____ |  |
|----------------------------------------------------------------------------------------------------------------------|-------|-------|-------|--|

	COMPLY	YES	NO	EXCEPTION
B. The body roof to be fabricated from 12 gauge high tensile steel, or equal.	_____	_____	_____	_____
C. The body floor to be 7 gauge high tensile steel, or equal.	_____	_____	_____	_____
D. All body panels to be braced with 2" x 6" x 1/4" structural channel steel, or equal.	_____	_____	_____	_____
E. Body cross members to be 2 1/4" x 10" x 3/8" structural channel steel, or equal.	_____	_____	_____	_____
<b>IV. TAILGATE CONSTRUCTION:</b>				
A. The tailgate rear panel to be manufactured from 10 gauge high tensile steel, or equal.	_____	_____	_____	_____
B. The tailgate side panels to be fabricated from 10 gauge high tensile steel, or equal.	_____	_____	_____	_____
C. The tailgate shall be top-hinged.	_____	_____	_____	_____
D. The tailgate shall be equipped with a one-piece, removable rubber gasket that extends the full width of the bottom of the tailgate and vertically up the sides for 14 inches.	_____	_____	_____	_____
E. The tailgate shall be unlocked, opened, closed, and locked with two (2) double acting hydraulic 2 1/2" bore cylinders.	_____	_____	_____	_____
F. The tailgate shall be automatically unlocked, opened, closed and locked via electrical controls located inside the cab.	_____	_____	_____	_____
G. A tailgate prop system shall be provided to prevent accidental lowering when for any reason someone is under the raised gate.	_____	_____	_____	_____
H. A tailgate alarm shall sound whenever the tailgate is unlocked or open and the ignition is on.	_____	_____	_____	_____
<b>V. HOPPER CONSTRUCTION:</b>				
A. The hopper floor shall be constructed from 1/2" steel plate, or equal.	_____	_____	_____	_____
B. The hopper sides shall be 1/2" high tensile steel, or equal.	_____	_____	_____	_____
C. The hopper shall be free of any areas where refuse may become lodged.	_____	_____	_____	_____
D. The operator shall have sight of the hopper opening to observe the contents of the containers for prohibited materials.	_____	_____	_____	_____
E. A hydraulically actuated hopper cover shall operate from cab, crushing material and enclosing hopper to prevent loss of materials when travelling. The packing mechanism shall not be operable when closed.	_____	_____	_____	_____

**VI. PACKING PLATEN**

- A. The packing platen shall be of 3/8" high tensile steel and be actuated by two 5" cylinders, located outside the body and hopper for outside access. \_\_\_\_\_
- B. The packing platen shall feature continuous operation, constantly packing while containers are being dumped. \_\_\_\_\_
- C. The packing platen shall also be capable of manual operation to easily enable the operator to take up any voids. \_\_\_\_\_
- D. The packing platen shall be electrically controlled from inside the cab via a push button switch for continuous or manual packing. \_\_\_\_\_
- E. An electric limit switch and pressure switch to automatically reverse the packing platen shall ensure constant operation. \_\_\_\_\_
- F. The packing platen shall complete a cycle in a maximum of 8 seconds. \_\_\_\_\_
- G. The support bushings and packing platen mechanisms shall have individual grease fittings that will supply grease to each moving joint and shall be within easy reach. \_\_\_\_\_

**VII. BODY HOIST:**

- A. The body shall be raised hydraulically by two twin telescopic hoist cylinders. \_\_\_\_\_
- B. The hoist cylinders shall be mounted outboard of chassis frame. \_\_\_\_\_
- C. All body hinges, cylinder rod ends and cylinder base trunions shall be supplied with grease fittings. \_\_\_\_\_
- D. The unit shall be equipped with two (2) steel body props to hold the empty body in a partially dumped position for servicing of the unit and components. \_\_\_\_\_
- E. The body props shall be lowered manually and secured by a positive locking device. \_\_\_\_\_

**VIII. LIFT ARM SYSTEM**

- A. The lift arm system shall be capable of lifting and emptying containers of 1,000 lbs. or more at any extension. \_\_\_\_\_
- B. The lift arm system shall be capable of extending, clamping, raising, dumping and returning a container to it's original position. \_\_\_\_\_
- C. The lift arm system shall be capable of moving the grasped container towards the hopper (up and in) on actuation, without any kick-out. \_\_\_\_\_

	COMPLY	YES	NO	EXCEPTION
D. The lift arm system shall clamp, dump, and return containers in a maximum of 8 seconds.	_____	_____	_____	_____
E. The gripper/ grabber arms shall be capable of handling 68 through 96 gallon automated containers with no arm adjustment by the operator.	_____	_____	_____	_____
F. The grabber arms shall use a flexible self-tensioning belt assembly such that the gripping force and container contact will be via this flexible surface.	_____	_____	_____	_____
G. A roller shall be attached to the end of the grabber arms to assist in grasping the container.	_____	_____	_____	_____
H. The lift arm mechanism shall be able to grab and empty containers from 0" to 96 " from side of truck.	_____	_____	_____	_____
I. The lift arm system shall be powered by four (4) hydraulic "cushioned" cylinders actuated electrically.	_____	_____	_____	_____
J. The lift arm system controls shall be electric, and operate from a single joystick control lever assembly.	_____	_____	_____	_____
K. The lift arm system shall be operated from the normal left side driving position of the cab. An additional lift arm operators station shall be available to an operator working from the ground outside the cab passenger door, at a safe distance from all moving parts and dumped materials.	_____	_____	_____	_____
L. The cab arrangement, lift arm system and receiving hopper must be designed to work together to provide the operator, working from the normal left side driving position, a convenient view of the container:				
a. in the grasping position such that the operator can see at least one foot on each side of the container at every extension.	_____	_____	_____	_____
b. in the dumping position such that the operator can load the hopper and watch the material being discharged, to easily monitor for any prohibited materials.	_____	_____	_____	_____
<b>IX. HYDRAULICS</b>				
A. The hydraulic system shall be powered by a front mount, tandem vane pump, with a single 3" suction line. Two (2) one inch pressure outlets shall produce 22 gpm each at 1200 rpm. One pump section shall operate the loader arm and one shall operate the packer functions. The pump shall be rated at 3500 psi but shall operate at 2500 psi maximum.	_____	_____	_____	_____
B. The hydraulic system shall have full flow operation in gear at idle speed.	_____	_____	_____	_____

	COMPLY	YES	NO	EXCEPTION
C. The hydraulic pump shall have a programmed interface with the chassis for arm section shut-off at 875 rpm and packer section shut-off at 1800 rpm.				
D. The hydraulic oil reservoir shall have a capacity of 50 gallons and be chassis frame mounted.				
E. The hydraulic system to have both an in-tank suction strainer/ filter for the suction line and a return line filter to filter the complete hydraulic system.				
F. The hydraulic system shall operate at an acceptable temperature without the need for external hydraulic cooling devices.				
<b>X. ELECTRICAL</b>				
A. All electrical wiring connectors to be automotive double-seal with wiring in split convoluted loom. All wiring connectors to be soldered or crimp style with shrink wrap covering. Unprotected wiring in any application is unacceptable.				
<b>XII. VISION SYSTEM</b>				
A. Unit shall be equipped with a triple camera vision system and 6" color LCD monitor.				
B. One camera shall give operator a clear view behind the truck at operators discretion and automatically when truck is shifted into reverse. The second camera shall give the operator a clear view of the grip arms as the truck aligns with each container at curbside. The third shall view dumping materials.				
<b>XIII. LIGHTING:</b>				
A. All lights shall be provided in accordance with FMVSS # 108 with a center brake light on rear and shall meet all Federal and State lighting and reflector requirements. All body lighting shall be LED lamps.				
B. A stainless steel light bar or equal shall be mounted on the tailgate and shall include high mounted stop/ tail lamps, clearance markers, and strobe patterned LED warning lamps.				
<b>XIV. REAR UNDERRIDE GUARD</b>				
A. A rear underride guard shall be provided as standard equipment to meet Federal Motor Carrier Safety Regulation (49CFR 393.86)				

COMPLY      YES      NO      EXCEPTION

**XV. PAINTING:**

- A. The entire body shall be properly cleaned of all dirt, grease and weld slag. Cleaning shall be in keeping with accepted industry practices. A high grade primer shall be applied, to be followed by finish coats of high gloss acrylic enamel. Color to match cab and other fleet vehicles of this type. \_\_\_\_\_

**XVI. REFERENCE MATERIALS:**

- A. Bidder shall provide copies of the manufacturer’s latest brochure and specifications on exact model offered. NOTE that these are for reference and not to be used as a substitute for the compliance and exception requirements of the proposal. \_\_\_\_\_

**XVII. DELIVERY AND WARRANTY:**

- A. The successful bidder shall be responsible for all transportation of the vehicle for repairs, corrections, or updates during the warranty period, regardless of work to chassis, packer, etc. \_\_\_\_\_
- B. Upon request of the Department of Public Works a loaner unit shall be provided during downtime under warranty. \_\_\_\_\_
- C. The successful bidder shall maintain resources available to provide critical parts delivery overnight when necessary. \_\_\_\_\_
- D. All equipment provided shall be under manufacturers warranty for a minimum of 12 months from delivery acceptance. Warranty to be 100% parts and 100% labor. All manufacturers warrantees in excess of 12 months shall remain in effect. \_\_\_\_\_
- E. 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. \_\_\_\_\_
- F. Manufacturer to certify warranty via a statement of compliance and agreement with same, signed and sealed by an officer of the manufacturer. This statement and agreement to be attached to the bid offering. \_\_\_\_\_

**XVIII. MANUFACTURER TRAINING:**

- A. Manufacturer to supply a Factory Service Representative to conduct a minimum one day maintenance and service school on the vehicle and equipment. \_\_\_\_\_
- B. Manufacturer to supply a Factory Service Representative with the system to conduct a minimum one day training program in the proper operation of the vehicle and equipment. \_\_\_\_\_





# PROPOSAL

## CONTRACT #16-7 ONE (1) 2016 OR NEWER AUTOMATED SIDE LOAD REFUSE VEHICLE

TO THE BOROUGH OF TINTON FALLS  
BOROUGH COUNCIL:

The undersigned bidder(s) declares they have read the Notice to Bidders, Instruction 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 **60 days** or sooner after receipt of award.

**AUTOMATED SIDE LOAD REFUSE VEHICLE**

**TOTAL BID**

\$ \_\_\_\_\_

---

TOTAL BID IN WRITING

MAKE & MODEL:

\_\_\_\_\_

\_\_\_\_\_

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

EXCEPTIONS TO SPECIFICATIONS: \_\_\_\_\_ NO \_\_\_\_\_ YES

If yes, attach additional sheet of paper and include with bid.

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

The undersigned is a (corporation)  
(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 \_\_\_\_\_