

**RESOLUTION 31 – 2015  
AWARDING A CONTRACT FOR THE SUPPLY OF  
A REFUSE TRUCK**

**WHEREAS**, the Borough has heretofore publicly invited the submission of bids for the supply of a replacement Refuse Truck and associated equipment and appurtenances thereto; and

**WHEREAS**, bid documents were obtained by separate entities in response to the aforesaid invitation for bids; and

**WHEREAS**, a single bid was submitted by **ROBERT H. HOOVER & SONS, INC.**, which bid was publicly opened on January 8, 2015; and

**WHEREAS**, the Purchasing Agent and Solicitor have reviewed the bid documents submitted by the aforesaid Company, **ROBERT H. HOOVER & SONS, INC.**, and determined that the bid is in compliance with the invitation for bids and specifications relating thereto, and includes the required submissions pursuant to the Local Public Contracts Law; and

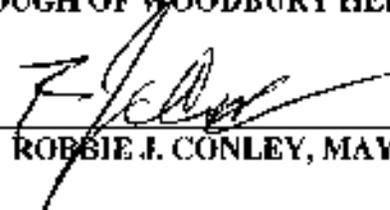
**WHEREAS**, the bid submitted by the aforesaid **ROBERT H. HOOVER & SONS, INC.**, reflects a total bid of \$213,894.00 for the base bid, and the sum of \$7,463.00 for Bid Option 2 for Extended Warranties and Services for the engine, transmission and towing; and

**WHEREAS**, the Borough hereby determines that both the base bid and bid for Option 2 of the Bid Specifications is in accordance with the Bid Specifications and that the acceptance thereof is in the best interests of the Borough;

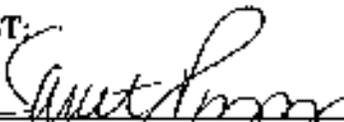
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights that a Contract for the supply and delivery of a Refuse Truck together with all equipment and appurtenances thereto be awarded to **ROBERT H. HOOVER & SONS, INC.**, for a base bid sum of \$213,894.00, and for Bid Option 2 in the total sum of \$7,463.00.

**BOROUGH OF WOODBURY HEIGHTS**

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

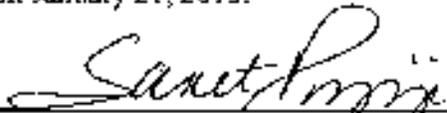
  
**ROBBIE J. CONLEY, MAYOR**

ATTEST:

  
JANET PIZZI, BOROUGH CLERK

CERTIFICATION

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on January 21, 2015.

  
JANET PIZZI, BOROUGH CLERK

## VENDOR CONTRACT

**THIS AGREEMENT** is entered on the *13<sup>th</sup>* day of *February*, 2015, by and between the BOROUGH OF WOODBURY HEIGHTS, with an address of 500 Elm Avenue, Woodbury Heights, New Jersey (hereinafter "OWNER"); and ROBERT H. HOOVER & SONS, INC., with an address at 1504 Mainline Drive, Cinnaminson, New Jersey, 08077 (hereinafter referred to as "VENDOR"). The Owner and Vendor hereby agree as follows:

1. In accordance with a sealed Bid submitted to the Owner for the supply and delivery of a 2015 Refuse Truck and 32 cubic yard Refuse Body, together with Extended Warranties and Towing Contracts (Option 2 of the Bid Proposal), Vendor will supply the Truck, Refuse Body, Warranties and Towing Contracts in accordance with the Proposal submitted conforming in all respects to the Bid Documents for the Base Bid amount of \$213,894.00 and Option 2 of the Bid in a total sum of \$7,463.00. The Bid Documents consist of the following:

a. This Agreement between the Owner and Vendor, together with the "Proposal Page" attached hereto as **Exhibit A** hereof;

b. Bid and Performance Bond;

c. Notice to Bidders;

d. Instructions To Bidders;

e. Bid Conditions;

f. Specifications consisting of written general and technical descriptions of the goods, equipment and materials to be supplied together with all work specified and Extended Warranties and Contract for Towing Services. The work to be performed shall consist of the delivery of a complete, assembled and operating Refuse Truck and Body, training, delivery, and other work set forth in the Bid Documents to be performed by the Vendor.

2. Owner shall pay the Vendor the sums specified above following acceptance of the vehicle, equipment, Warranties and Towing Contract by the Owner within thirty (30) days thereafter.

3. All of the terms used in this Contract shall have the meanings stated in the Bid Documents.

4. No assignment by any Party hereto of any rights under or other interest in this Contract will be binding on another Party hereto without the written consent of the Party sought to be bound; and, without limitation, any monies that may become due and payable cannot be assigned without the consent of both Parties, reserving to each Party the right to disapprove of any assignment thereof.

5. Owner and Vendor each binds itself, its partners, successors, assigns and legal representatives to the other Party hereto, its partners, successors, assigns and legal representatives in all respects as to the covenants, agreements and obligations contained in the Bid Documents.

6. If any provision, term, or part of the Bid Documents are held to be void or unenforceable under any law, rule or regulation, they shall be deemed stricken, and all remaining provisions, terms or conditions of the Bid Documents shall continue to be valid and binding upon the Owner and Vendor.

7. Vendor certifies that it has not engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing this Contract. For purposes of this Subparagraph, the following shall have the meanings assigned:

a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

b. "Fraudulent Practice" means any intentional misrepresentation of facts made to influence the bidding process or the execution of the Contract to the detriment of the Owner, or to establish a Bid or Contract Price at artificial non-competitive levels, or to deprive the Owner of the benefits of a free and open competition;

c. "Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Owner, the purpose of which is to establish bid prices at artificial, non-competitive levels; and

d. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation or non-participation in the bidding process, or to affect the execution of the Contract.

**IN WITNESS WHEREOF**, the Owner and Vendor have signed this Agreement. This Agreement may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same Agreement between the Parties hereto. Each of the Parties certifies that those persons or representatives signing this Contract have full and complete authority to bind the named Parties hereto.

**BOROUGH OF WOODBURY HEIGHTS  
(OWNER)**

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

**ROBBIE J. CONLEY, MAYOR**

ATTORNEY:

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

**JANET PIZZI, BOROUGH CLERK**

Dated: 2/2/2015

ROBERT H. HOOVER & SONS, INC.  
(VENDOR)

By:   
ROBERT C. HOOVER, Authorized  
Officer

ATTEST:

By:   
Wendy O. Scribner  
Secretary

Dated: 1/28/2015

EXHIBIT A  
PROPOSAL PAGE

FOR: SUPPLY AND DELIVERY OF ONE (1)  
2015 Set Back Front axle Refuse Truck OR APPROVED EQUAL

The form must be completed fully and contain an original signature of the bidder or its authorized agent.

The Undersigned as bidder, declares that the only person, persons, company or parties interested in this Proposal are named herein; that this Proposal is made without any connection with any person acting for or employed by the end user or any of its several Departments and that no person employed by the end user is directly or indirectly interested herein.

The undersigned declares that he has carefully examined each and every item of the annexed form of Contract, Information for Bidders, and the Specifications therein referred to, and that he fully understands the same; and that he proposes and agrees that if this Proposal is accepted, he will contract with the end user in the form of the annexed official contract/agreement to provide the system in the manner and within the time therein prescribed.

The prices submitted in the Proposal are for the specified services/equipment which shall be complete as specified, delivered at a site specified, placed in operation, and include the cost of the unit complete, including demonstration, fuel, etc., also the delivery to the site specified, placing in operation.

2015 Cab & Chassis & 32 Cu Yd Refuse Body: \$ 213,894.00

In Words Two Hundred Thirteen Thousand Eight Hundred ninety four

Delivery 180 Days

Exceptions to Specifications Yes X No

Chassis Make WESTERN STAR Model 4700 SR

Body Make NEW WAY Model CORRA MAGNUM 32

Full Firm Name of Bidder ROBERT H. HOOVER & SONS INC.

Address 1504 MAINLINE DRIVE

City CINNAMINSON State N.J. Zip Code 08077

Phone Number 856-773-4600 Fax Number 856-773-4610

Email Address R.SALCA@HOOVERTRUCKCENTERS.COM Tax I.D. # 22-1811858

Option 1: 20000# Steerable lift axle and suspension, reverse lift, dash gauge and dump valve, outside mounted pressure regulator, 56" axle spacing, same tires and rims as front axle

\$ 7,370.00

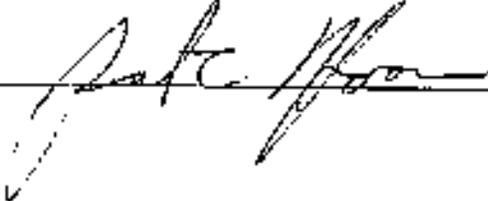
In Words Seven Thousand Three Hundred seventy

Borough of Woodbury Heights: Sealed Bids: 32 Yard High Compaction Refuse Truck

Option 2: Extended Warranty

|              |    |                |                |
|--------------|----|----------------|----------------|
| Engine       | \$ | <u>5610.00</u> | <u>7 YEARS</u> |
| Transmission | \$ | <u>1053.00</u> | <u>5 YEARS</u> |
| Towing       | \$ | <u>800.00</u>  | <u>5 YEARS</u> |

Type of Print Name ROBERT C. HOOVER

Signature of Bidder 

List Any/All Exceptions

THE 12.8L DETROIT DIESEL  
ENGINE FOR 2016 MODEL YEAR  
IS 435 HP and 1550 LB FT of torque  
IN LIEU OF 430 HP and 1650 LB FT of torque

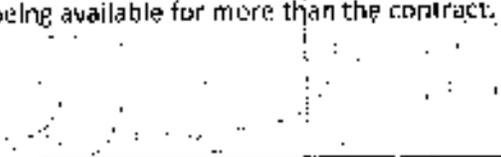
**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Victoria Holmstrom, being the Chief Financial Officer of the Borough of Woodbury Heights, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the proposed contract between the Mayor and Borough Council of the Borough of Woodbury Heights and Robert H. Hoover & Sons, Inc. .

The money necessary to fund said contract is in the maximum amount of \$215,000.00 and upon approval of the contract, all funds expended shall be charged to the following Ordinance:

5-01-20-155-000-265

These funds are not being certified as being available for more than the contract.

  
Victoria Holmstrom, CFO

Date: 01/16/2015

Resolution # 31-2015