

TOWNSHIP OF HARDYSTON

REQUEST FOR PROPOSALS FOR THE PURCHASE OF A COMMAND VEHICLE FOR THE HARDYSTON TOWNSHIP FIRE DEPARTMENT

BID SUBMISSION DEADLINE

11:00 A.M.

TUESDAY, NOVEMBER 28, 2023

ADDRESS AND SEND/DELIVER ALL PROPOSALS TO:

TOWNSHIP CLERK

HARDYSTON TOWNSHIP MUNICIPAL BUILDING

149 WHEATSWORTH ROAD,

HAMBURG, NJ 07419

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

TOWNSHIP OF HARDYSTON
HARDYSTON TOWNSHIP MUNICIPAL BUILDING
149 WHEATSWORTH ROAD,
HAMBURG, NJ 07419

CONTACT PERSON

JANE BAKALARCZYK
HARDYSTON TOWNSHIP CLERK
(973) 823-7020

PURPOSE OF REQUEST

The Township of Hardyston is requesting proposals from qualified firms for the purchase and delivery of a Command Vehicle (Truck) for the Hardyston Township Fire Department.

CONTRACT

The successful bidder shall enter into a contract with the Township for the purchase and delivery of a Command Vehicle (Truck) for the Hardyston Township Fire Department.

I. OVERVIEW OF THE REQUEST FOR PROPOSALS FOR THE PURCHASE OF A COMMAND VEHICLE (TRUCK) FOR THE HARDYSTON TOWNSHIP FIRE DEPARTMENT

1. Overview of Request

The Township of Hardyston is requesting proposals for the purchase and delivery of a Command Vehicle (Truck) for the Hardyston Township Fire Department.

2. Specifications

The Township of Hardyston, New Jersey is issuing this Request for Proposals ('RFP') to qualified firms for the purchase and delivery of a 2023 Command Vehicle (Truck). **Proposals submitted will be for the purchase and delivery of one (1) 2023 Command Vehicle (Truck) with the following specifications or equivalent:**

VEHICLE

- **New Vehicle:** Vehicle must be one that has been sold only by the manufacturer, distributor, or wholesaler to a dealer.
- **Model year 2023 or newer**
- **1500 half ton or better**
- **Double cab equivalent or bigger**
- **6' bed or larger**
- **Minimum GVWR of 7,000 lbs**
- **Four wheel drive (4WD)**
- **All terrain tires**
- **Minimum of 220 amp alternator**
- **Heavy duty air filter**
- **Forward collision alert**
- **Rear vision camera**
- **Traction Control System**
- **Air Conditioning & heat with rear HVAC vents**
- **Power windows, door locks and side view mirrors**
- **40/20/40 front seats & 60/40 folding rear seats**
- **Rubberized vinyl floor covering**
- **LED headlamps, taillamps, and daytime running lights**
- **Front recovery hooks**
- **Trailer package with trailer brake controller**
- **Minimum of 350 horsepower & 385 lb-ft of torque**
- **Heavy-duty locking rear differential**
- **Vehicle color: white or red**

WARRANTIES

- **Minimum of 3 years/36,000 miles bumper to bumper limited warranty (whichever comes first)**
- **Minimum of 5 years/60,000 miles powertrain limited warranty (whichever comes first)**

DELIVERY TIME

- **Must occur within 30 days of contract**

3. Guidelines & General Information

A. Proposals may be withdrawn at any time prior to the Bid Submission Deadline. No proposal may be withdrawn after the Bid Submission Deadline.

B. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants **i.** that it has thoroughly examined and become familiar with the specifications of this RFP, **ii.** that Respondent has conducted such additional investigation as it deems necessary and convenient, **iii.** that Respondent is capable of providing the equipment and labor necessary to meet the Township of Hardyston's objectives and specifications as outlined in this RFP, and **iv.** that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Contractor to request additional compensation.

C. The Contractor selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Respondent's services.

D. Each Respondent shall state the expected completion date for the work outlined in its proposal.

II. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

2. New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Exhibit B of this document.

3. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with the requirements related to the Americans with Disabilities Act as provided in this specification as Exhibit C. The contractor is obligated to comply with the Act and to hold the Township harmless for any violations committed under the contract.

4. Equal Opportunity Employer

Any contractor doing business with the Township of Hardyston shall be an “Equal Opportunity Employer” as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11246, as amended by Executive Order No. 11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

5. Statement of Ownership

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services unless, prior to the receipt of the bid or accompanying the bid of said business organization, respondents shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more if its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened. Non-for-profit entities should fill in their name, check the non-for-profit box, and certify the form. No other information is necessary.

6. Proof of Business Registration

Pursuant to N.J.S.A. 52:32-44, the Township of Hardyston is prohibited from entering into a contract with an entity unless the respondent/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract, has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Township with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the respondent, who in turn, shall provide it to the Township prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

A. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

B. The contractor shall maintain and submit to the Township a list of subcontractors, if any, and their addresses that may be updated from time to time.

C. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard

can be directed to the Division of Taxation at 629-292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

D. Before final payment is made under the contract, the contractor shall submit to the Township a complete and accurate list of all subcontractors used, if any, and their addresses.

E. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contacting agency.

7. Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The respondent must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Township is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

8. Non-Collusion Affidavit

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

9. Company Maintenance of Documentation

Pursuant to N.J.A.C. 17:44-2.2 the Company shall maintain all documentations related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

10. W-9

Respondent shall complete a W-9 Form and submit with bid.

11. Acknowledgement of Receipt of Addenda

Respondent shall complete form acknowledging receipt or addenda if any.

12. Pay to Play – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

13. Assign, Sublet or Transfer Any Rights/Interests

Neither the Township nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the Township and the Contractor.

14. Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the company or the person responsible for the work, shall be provided as required.

15. Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

16. Use of Sub-contractors

The Township will entertain proposals that include the use of subcontractors. In such event, the bid proposal must clearly state the extent and nature of the work proposed to be delegated to the subcontractor.

17. Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Saturdays, Sundays and Holidays excepted, the Township may then, at its option, accept the proposal of another Respondent.

18. Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Township of Hardyston by notice to each party.

III. PROPOSAL REQUIREMENTS

Cost Proposal

Proposal shall include a total contract price, inclusive of any & all labor, material, and other costs associated with this Project. Proposal shall include also the expected completion date for the work outlined in its proposal (*i.e. expected delivery date of the vehicle*).

IV. METHOD OF CONTRACT AWARD

1. A bid which does not conform with the requirements of this RFP or which contains any addition, condition or other irregularity is subject to the Township's rights set forth below.
2. As the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

3. The form of contract shall be submitted by the Township to the successful Respondent. Terms of the specifications/bid package prevail. Respondent exceptions must be formally accepted by the Township.

4. The Township reserves the right to:

A. Not select any of the proposals.

B. Select only portions of a particular Respondent's proposal for further consideration.

C. Award a contract for the requested services at any time within the calendar year after review of the Proposal and approval of same by the Township.

The Township shall not be obligated to explain the results of the evaluation process to any Respondent.

V. PROPOSAL LIMITATIONS

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township by issuance of this RFP. The Township reserves the right at the Township's sole discretion to refuse any proposal submitted.

VI. USE OF INFORMATION -

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Township to the Respondent in connection with this RFP shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

VII. GENERAL TERMS AND CONDITIONS

1. The Township reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the proposals should it be deemed in the best interest of the Township to do so.

2. In case of failure by the successful Respondent, the Township of Hardyston may procure the articles or services from other sources, deduct the cost of the replacement from money due to the Respondent under the contract and hold the Respondent responsible for any excess cost occasioned thereby.

3. Each proposal must be signed by a person authorized to do so.

4. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondent. In the case of mailed proposals, the Township assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.
5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
6. No Respondent shall cause or influence, or attempt to cause or influence, any Township officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.
7. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township Attorney's decision shall be final and conclusive.
8. The Township of Hardyston shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.
9. Any checklists, affidavits, notices and the like presented at the end of this Request for Proposals are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

Inquiries

All inquiries and comments concerning this RFP should be directed to Jane Bakalarczyk, Township Clerk.

END OF GENERAL INSTRUCTIONS

BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF HARDYSTON

**PURCHASE OF A COMMAND VEHICLE (TRUCK) FOR THE
HARDYSTON TOWNSHIP FIRE DEPARTMENT**

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required with Submission Of Bid:

**Initial each item
Submitted with Bid**

(TOWNSHIP's checkmarks)

	A listing of subcontractors, if any used, as required by N.J.S.A 40A:11-16	
	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

**Initial each item
Submitted with Bid**

(TOWNSHIP's checkmarks)

	Americans with Disabilities Act Notice	
	Non-Collusion Affidavit	
	New Jersey Business Registration	
	Affirmative Action Questionnaire/Certification	
	Statement of Corporate Ownership Pursuant to N.J.S.A. 52:25-24.2	
	Disclosure of Investment Activities in Iran Pursuant to N.J.S.A. 52:32-55	
	W-9	
	Warranties (Upon Award)	
	Equal Employment Opportunity Certification	
	New Jersey Anti-Discrimination Certification	
	Proposal Form	

SIGNATURE: **The undersigned hereby acknowledges and
has submitted the abovelisted requirements, and reviewed entire bid
package**

Name of Bidder: _____ By Authorized

Representative:

Signature: _____

Print Name and Title: _____

Date: _____

HARDYSTON TOWNSHIP
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated Acknowledge Receipt (Initial)</u>
_____	_____
_____	_____
_____	_____
_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

HARDYSTON TOWNSHIP
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 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 Hardyston
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 _____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires:

(Seal)

HARDYSTON TOWNSHIP
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT (42 U.S.C. 812101 at 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP 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, servant employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the TOWNSHIP of Hardyston in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP of Hardyston grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP of Hardyston which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP of Hardyston or if the TOWNSHIP of Hardyston 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 TOWNSHIP of Hardyston 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 proceedings is brought against the TOWNSHIP of Hardyston or any of its agents, servants, and employees, the TOWNSHIP of Hardyston shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP of Hardyston or its representatives.

It is expressly agreed understood that any approval by the TOWNSHIP of Hardyston 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 TOWNSHIP of Hardyston pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP of Hardyston 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 TOWNSHIP of Hardyston from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

HARDYSTON TOWNSHIP
AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete this questionnaire. In the event that you/your firm is awarded this contract, the necessary forms will be sent to you. This form MUST be submitted with the Bid Proposal.

1. Our Company has a federal affirmative action plan approval.

Yes___ No___

2. Our Company has a State Certificate of Employee Information Report Approval.

Yes___ No___

3. If you do not have one of the above approvals, indicate whether you have:

___ More than 50 employees.

___ Less than 50 employees.

4. I have more than 50 employees; please send us an Affirmative Action Form for our completion. (AA 302 - Affirmative Action Employee Information Report)

___ (Check here if applicable.)

5. I have fewer than 50 employees; please send an affidavit for my completion.

___ (Check here if applicable.)

The bidder to whom the contract has been awarded shall, within seven (7) days in the case of the notification of construction awards and within three (3) days in the case of notification of procurement and service awards, execute and submit any affirmative action forms in compliance with P/L: 1975, c.127.

I HEREBY CERTIFY that the above information is correct to the best of my knowledge. The vendor below will comply with all applicable affirmative action requirements.

(PLEASE PRINT OR TYPE)

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

HARDYSTON TOWNSHIP
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract or any subcontract hereunder, or for the procurement, manufacturer, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacturer, assembling or furnish of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

HARDYSTON TOWNSHIP
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 et seq.

GOODS, PROFESSIONAL SERVICES 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, 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.

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, 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/treasmy/contract_compliance)

The contractor and its subcontractor 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

For goods, professional service and general service contracts, a letter of federal affirmative action plan approval, certificate of employee information report or an employee information report fom1 (AA302) must be submitted at the time of Award.

IMPORTANT: This form must be completed by Bidder.

HARDYSTON TOWNSHIP
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to the 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, 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 Division's website at 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 Director 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 of the party.

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 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: ADDITIONAL INFORMATION

Please provide further information related to investment activities in Iran. 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 Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

PART 3: 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 Township of Hardyston is relying on the information contained herein and thereby acknowledge that I under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Hardyston to notify the Township in writing of any changes to the answers of 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 Township of Hardyston, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): _____

Signature: _____

Title: _____

Date: _____

HARDYSTON TOWNSHIP

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33 as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions.

Name of Organization: _____

Organization Address: _____

PART I - Please indicate the type of business organization:

- ___ Sole Proprietorship (skip Parts II & III, execute certification in Part IV)
- ___ Non-Profit Corporation (skip Parts II & III, execute certification in Part IV)
- ___ For-Profit Corporation (any type)
- ___ Limited Liability Company (LLC)
- ___ Partnership
- ___ Limited Partnership
- ___ Limited Liability Partnership (LLP)
- ___ Other (be specific): _____

PART II

___ The list below contains the names and address of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

___ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

PART III - Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed Part II

If a respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10% or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10% ownership criteria pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

PART IV - Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the respondent/proposer; that the Township of Hardyston is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Hardyston to notify the Township of Hardyston in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of Hardyston** to declare any contract(s) resulting from this certification void and unenforceable.

Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

NOTARY

Subscribed and sworn before me this

_____ day of _____ 20____

Affiant

Notary Public

Print Name/Title

HARDYSTON TOWNSHIP

PURCHASE OF A COMMAND VEHICLE (TRUCK) FOR THE HARDYSTON TOWNSHIP FIRE DEPARTMENT

BIDDER:

DATE:

1. The undersigned, as bidder, will provide all the goods and/or services called for by the Contract Documents in the manner prescribed therein for the purchase and delivery of one (1) Command Vehicle (Truck) for the Hardyston Township Fire Department. "A new vehicle, one that has been sold only by the manufacturer, distributor, or wholesaler to a dealer."

2. In submitting this Bid, the Bidder understands that the right is reserved by the Township to reject any and all bids for just cause pursuant to N.J.S.A. 40A:11-13.2. If written notice of the acceptance of this Bid is mailed, telefaxed, or delivered to the undersigned within sixty (60) days after the opening thereof, the bidder agrees to execute and deliver an agreement in the prescribed form within ten (10) days of receipt of the Agreement.

3. The contractor shall furnish and deliver the vehicle(s) as soon as available to the Township of Hardyston Municipal Building, 149 WHEATSWORTH ROAD, HAMBURG, NJ 07419

BID PROPOSAL

1) Price for Command Vehicle (Truck) for the Hardyston Township Fire Department: \$ _____

TOTAL: \$ _____

2) Estimated Delivery Date: _____

Bidder understands that he/she will be legally responsible if these specifications are not met. Bidder further understands that the TOWNSHIP reserves the right to reject any or all bids and to waive any informalities.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

IMPORTANT: THIS FORM ALONG WITH THE BIDDER'S AFFIDAVIT MUST BE COMPLETED

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF _____

COUNTY OF _____

_____ being duly sworn, deposes and says that (s)he resides at

that (s)he is the (give title) _____, who signed the above Proposal, or Bid, that (s)he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant) (Title)

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF
20_____

(Notary Public)

My Commission Expires:
