

BOROUGH OF CLOSTER
NOTICE TO BIDDERS

PLEASE TAKE NOTICE that sealed bids will be received by the Borough of Closter, Bergen County, New Jersey on or before July 20, 2023 at 11am, prevailing time, in the Clerk's Office, Borough of Closter, 295 Closter Dock Road, Closter, New Jersey 07624.

**SALE OF A 2023 FORD F550 SUPERCAB CHASSIS 4X4 DRW OR ITS EQUIVALENT
TO THE BOROUGH OF CLOSTER**

A bid package consisting of the Resolution/Advertisement, this Notice to Bidders, Instructions to Bidders, Specifications, Proposal Sheet and required Affidavits may be obtained at the office of the Clerk between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday commencing July 5, 2023.

Proposals must be submitted on forms provided by the Borough and placed in a sealed envelope bearing the name of the bidder, and clearly marked, "BID FOR SALE OF SUPERCAB CHASSIS TO THE BOROUGH OF CLOSTER - DO NOT OPEN" in the lower left corner, or they will not be considered.

Proposals can be mailed to:

Clerk, Borough of Closter
295 Closter Dock Road
Closter, New Jersey 07624

The maximum acceptable bid shall be ~~\$8060~~ \$8060,000.00, inclusive of all fees, taxes and costs to be paid by the Borough if any, and Bidders are required to execute a Contract, as a condition of receiving the award.

The Borough assumes no responsibility for bids returned by mail.

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to accept the bid which is in the best interest of the Borough.

Bidders are required to comply with the requirements of P.L. 1975 Ch. 127 and N.J.S.A. 19:44A-20.4, 40A:11-2.1 and 2.2.

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS.

The Borough of Closter, Bergen County, New Jersey, invites sealed bids pursuant to the Notice to Bidders.

A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

B. The bid proposal form shall be submitted, (1) in a sealed envelope; (2) addressed to the Borough; (3) bearing the name and address of the bidder written on the face of the envelope; and (4) clearly marked "BID FOR SALE OF SUPERCAB CHASSIS TO THE BOROUGH OF CLOSTER - DO NOT OPEN".

C. It is the bidder's responsibility to see that bids are presented to the Borough 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 overnight mail. Bids received after the designated time and date will be returned unopened.

D. Sealed bids forwarded to the Borough before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid.

E. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations or limited liability companies ("LLC") must be signed in the legal name of the corporation or LLC, followed by the name of the State in which the entity was incorporated or formed and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation or LLC in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2. BID SECURITY.

No bid deposit or performance bond is required. If a Bidder fails to perform in accordance with an accepted contract or fails to perform in accordance with the terms and conditions herein, then he or she shall be held in default by the Borough under the Contract ("Contract"), attached as Appendix A, the terms of which are incorporated herein by reference.

3. BID DOCUMENTS.

Each bid must be accompanied by the items requested below. Failure to provide these items may cause for rejecting this proposal.

1. Completed Proposal Sheet or Alternative Proposal Sheet in forms furnished herein.
2. Bid bond or check.
3. Non-collusion Affidavit.
4. List of names and addresses of all stockholders, members or partners in the corporation, LLC or partnership who own 10% or more of its stock - "Ownership Disclosure".
5. Business registration certificate.
6. New Jersey State Dealership License, a Banking License and any evidence that Bidder is legally qualified to carry out the terms of the Contract/Bid.

4. RIGHT TO REJECT BIDS.

The Borough reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interests of the Borough. No proposal will be accepted from any person or entity that is in arrears or is in default to the Borough of Closter upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Borough, or had failed to perform faithfully any previous contract with the Borough. Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. No bid will be opened which has not been received before the specified closing time for the receipt of bids.

5. FORM OF CONTRACT.

The form of Contract which the successful Bidder shall be required to execute, is attached as Appendix A.

6. CONTRACT TO BE AWARDED.

The lowest bidder, as tabulated by the Governing Body, will be awarded the contract to sell to the Borough the cargo van with the features as described in the Specifications for the Price stated in the subject bid.

7. AWARD OF CONTRACT BY GOVERNING BODY.

Award of the contract, if made, will be made on or before the first regular meeting of the governing body following the bid date.

8. LICENSE REQUIREMENT(S).

The Borough shall not award the bid to any bidder that does not possess an Automobile

Dealer license from the State of New Jersey, or license required to carry out the transactions contemplated by the Proposal and Contract.

9. EXECUTION OF CONTRACT.

The Successful Bidder shall execute and deliver the executed Contract to the Borough within five (5) days of bid award.

SPECIFICATIONS

1. The successful bidder shall at its own cost and expense and in strict conformity with all applicable regulations and specifications, furnish the following: one (1) 2023 Ford F550 Supercab Chassis 4X4 DRW or its equivalent containing equipment and features listed in the attached Appendix B to the Borough of Closter for the maximum price of \$60,000.00 inclusive of any fees, taxes and costs to the Borough.

2. Alternatives to this specification must be noted on a separate piece of paper attached to the Proposal (“Alternative Proposal”), must contain the features and equipment listed in the attached Appendix B and must be manufactured, wherever possible, in the United States. Any deviations to the specifications listed on Appendix B shall be stated on the Alternative Proposal Sheet.

3. The maximum bid for the Contract is \$60,000.00 (which shall be inclusive of any and all taxes, fees, and costs imposed upon the Borough as Purchaser) payable by the Borough in a lump sum payment twenty (20) days following delivery of the Vehicle.

4. The successful bidder shall pay any and all sales tax and fees customarily paid by the Seller in transactions involving the sale of vehicles in the State of New Jersey.

5. The terms and conditions contained in the form of contract attached as Appendix A are incorporated herein by reference.

AFFIDAVIT PURSUANT TO N.J.S.A. 40A:11-2.1 AND 2.2

SALE OF A 2023 2023 FORD F550 SUPERCAB CHASSIS 4X4 DRW OR ITS
EQUIVALENT TO THE BOROUGH OF CLOSTER

State of New Jersey)
) SS:
County of)

I, _____, residing in _____, 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 _____, the bidder
making this Proposal for the bid proposal entitled “SALE OF A ~~2023~~ 2023 FORD F550
SUPERCAB CHASSIS 4X4 DRW OR ITS EQUIVALENT TO THE BOROUGH OF
CLOSTER” and that I executed the said proposal with full authority to do so, that bidder has not
(1) engaged in investment activities in Iran pursuant to section 4 of P.L. 2012, c. 25 (C.52:32-58;
or (2) engaged in in prohibited activities in Russia or Belarus pursuant to section 1 of P.L. 2022,
c. 3 (C.52:32-60.1). All statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the Borough of Closter relies upon the truth of the
statements contained in said _____ (Name of Bidder) Proposal and in the
statements contained in this affidavit in awarding the Contract.

Subscribed and sworn to before me this
_____ day of _____, 2023.

Notary Public

(Type name and position of affiant)

OWNERSHIP DISCLOSURE CERTIFICATION

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

I hereby certify that the list below contains the names and home addresses of all Stockholders, members or other individuals holding 10% or more of the issued and outstanding stock or other ownership interest of the undersigned.

Partnership Corporation Limited Liability Company Sole Proprietorship

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW

Stockholders/Owners/Partners:

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Subscribed and sworn before me
this _____ day of _____, 2023.
(Affiant)

(Print name & title of affiant)

(Notary Public)

My Commission Expires:

(Corporate Seal)

**APPENDIX A
CONTRACT**

CONTRACT FOR SALE

This Contract ("Contract") is made between the Borough of Closter, a municipal corporation, with an address of 295 Closter Dock Road, Closter, New Jersey 07624 in the County of Bergen, State of New Jersey ("Borough" and "Buyer"), and _____, with an address of _____ ("Seller"), Witness:

I.

Seller has sold and delivered or will deliver to Buyer and Buyer has purchased from Seller the following described Vehicle or vehicles ("Vehicle"):

II.

The consideration of the foregoing sale is the sum of \$ _____ ("Purchase Price") paid by Buyer to Seller or to Seller's assignee as follows: Payment by Borough in the full amount of the Purchase Price ten (10) days following delivery of the Vehicle to the Buyer, together with all title, registration and other documents necessary to legally and completely transfer full and unencumbered title of the Vehicle to the Borough. The Borough shall have ten (10) days from such delivery to accept the Vehicle and make full payment to Seller.

By its execution here, the Borough represents to seller that it has lawfully provided out of its current funds and revenues the amount required to cover the full payment above stipulated.

III.

There is made a part of this agreement as fully as if here set forth at length or attached to seller's bid received by the Governing Body every specification and other exhibit attached there or referred to there. It is agreed that upon delivery of the Vehicle, the Borough will have a reasonable time to inspect it and make tests of it, if any, as are contemplated by the specifications and, based upon the results of those tests, to either accept or reject the Vehicle, depending upon whether the Vehicle meets its specifications; provided, however, that for the assurance of an assignee to whom seller may assign the payments to be received by it under this agreement Borough will, upon completion of its tests and inspection and the acceptance by it, execute an appropriate memorandum to the effect that it has received the Vehicle and has accepted it as being in apparent compliance with the terms of this agreement and with the specifications on which the Vehicle was bought, but no such acceptance shall relieve seller of any of its obligations with respect to that Vehicle arising from the warranties or guaranties, express or implied, on which the Vehicle was sold.

After ~~the Borough's~~ acceptance ~~by Borough,~~ of the Vehicle seller shall not be obligated (except to the extent contemplated by its warranties or guaranties or otherwise contemplated by the specifications on which the Vehicle was sold) to incur any expense of any kind by reason of or in connection with the Vehicle.

IV.

Title to the Vehicle is upon payment by Borough of the Purchase Price stated above will fully and completely vest in Borough without the necessity of any further writing or act on the part of seller.

V.

The Borough will procure registration and a license in its name (for which it is necessary that

Borough exhibit to the licensing authority a manufacturer's certificate or a title certificate in its name under the provisions of the State of New Jersey motor vehicle title law), and seller will cause to be delivered to Borough a separate manufacturer's certificate duly assigned to Borough covering the Vehicle, showing Borough as the owner or last transferee or assignee of the vehicle. Borough shall be entitled to require a release of any and all liens so indicated, upon paying the purchase price of the Vehicle. In every respect in which the respective rights and obligations of Borough or seller or of seller's assignee as indicated or suggested by the certificate might appear to be different than their respective rights or obligations as stated in this instrument, the provisions of this instrument shall control.

VI.

The payment stipulated under this Contract shall be made by Borough to seller; provided if seller has, by executed assignment in a form reasonably acceptable to the Borough Attorney, assigned all or any of those payments to another, Borough will make the payments, so assigned to that named assignee.

VII.

This agreement may not be changed, varied or altered except by instrument in writing duly executed on behalf of Borough and by seller and also by seller's assignee, if payment to be made under this agreement by Borough has been assigned by seller.

Failure on the part of seller or of seller's assignee to exercise any remedy given in the event of breach of covenant or condition on the part of Borough shall not constitute a waiver of that breach nor impair the right of seller or seller's assignee to exercise that right or remedy at any time subsequent while that breach or default continues; provided the acceptance by seller or seller's assignee of a payment under this agreement after the date it is due shall constitute a waiver of delay in making of that payment.

VIII.

Every obligation arising from this agreement shall be performable in the County of Bergen, State of New Jersey.

IX.

Seller agrees that Borough, in making the payment contemplated here to be made by it and performing all conditions on its part contained here in the manner and within the times provided here, shall have the title, ownership, possession and use of the Vehicle referred to here, and that seller will defend the Borough in the title and peaceable possession of that Vehicle.

X.

The terms and conditions of the attached Contract Addenda as indicated by "X" are incorporated herein by reference as if set forth fully and completely.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

In testimony, this instrument in duplicate originals of equal force has been executed on behalf of seller on _____, and has been executed on behalf of the Borough by its mayor, attested by its Borough Clerk pursuant to authorization by ordinance of its Governing Body, on _____.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS/ATTEST:

BUYER/BOROUGH:
The Borough of Closter

Stephanie Evans, Borough Clerk

By: John C. Glidden, Jr., Mayor

WITNESS/ATTEST:

SELLER:

By: _____
(signature of Authorized Representative
of Contractor)

CONTRACT ADDENDA

Only those provisions which have been checked apply to the Subject Contract

INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance.
2. General Liability Insurance/General Liability.
3. Automotive Liability Insurance/Automotive Liability.
4. Other Forms of Insurance Required.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

X INDEMNIFICATION

The seller shall indemnify and hold harmless the Borough, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from:

- A. negligent acts or omissions on the part of the seller, the seller's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- B. the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

X 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 Attachment A in this specification.

1. Professional Services and General Service Contracts. Each seller 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:

- a. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
- b. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division.
- c. The seller shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to “Treasurer, State of NJ” and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

 X
NEW JERSEY ANTI-DISCRIMINATION

The contract requires the seller 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 Attachment B of this document.

 X
AMERICANS WITH DISABILITIES ACT OF 1990

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

 X
STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide 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, seller submits a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate 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 contract 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 contract.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

 X

PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Borough of Closter (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the seller 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 seller shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors shall provide proof of business registration to the seller, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance the seller and each of its 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 (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts For purchases of an emergent nature, the seller shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

X **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. Sellers must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Borough is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

X **AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

X **NON-COLLUSION AFFIDAVIT**

The Affidavit shall be properly executed and submitted with the contract.

X **POLITICAL CONTRIBUTION DISCLOSURE COMPLIANCE (Pay to Play)**

N.J.S.A. 19:44A-20.27 establishes a disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The below website has detailed information on Pay-to-Play laws.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

www.nj.gov/health/workplacehealthandsafety/right-to-know/

PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

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 is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contract shall possess a certificate at the time the contract is awarded. Prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job. Under the law a "contractor" is "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 provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state. To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at: www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

EQUIPMENT CERTIFICATION

Seller shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the seller does not own or lease the equipment, a certification from the owner of the equipment that the seller will have access to the equipment is required with the contract. (N.J.S.A. 40:11-20).

X **TERMINATION OF CONTRACT**

1. If, through any cause, the seller shall fail to fulfill in a timely and proper manner obligations under the contract or if the seller shall violate any of the requirements of the contract, the Borough shall in addition to any other remedies provided under the Contract, at law or in equity, thereupon have the right to terminate the contract by giving written notice to the seller of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the seller of any sum or sums set forth in the contract. Borough will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the seller shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the seller and the Borough may withhold payment to the seller for the purpose of compensation until such time as the exact amount of the damage due the Borough from the seller is determined.
3. The seller agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
4. In case of default by the seller, the Borough may procure the goods or services from other sources and hold the seller responsible for any excess cost.
5. Intentionally omitted.
6. Intentionally omitted.
7. The seller will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Borough.

8. Intentionally omitted.
9. The seller shall maintain all documentation 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. Intentionally omitted.
11. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract 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 the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Borough by notice to the parties.

X
PAYMENT

1. No payment will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the Borough's policy and procedures. Invoice(s) for payment shall specify, in detail, the goods for which payment is claimed.
3. The Borough may withhold payment on account of subsequently discovered evidence including but not limited to the following:
 - a. Deliverables not complying with the specifications.
 - b. Intentionally omitted.
 - c. Intentionally omitted.
4. Public funds may be used to pay only for goods delivered or services rendered. The Borough shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

X
OTHER PROVISIONS

1. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. The seller shall:
 - a. Not use or disclose protected health information other than as permitted or required by law
 - b. Use appropriate safeguards to protect the confidentiality of the information.
 - c. Report any use or disclosure not permitted.

The seller, by execution of the contract, shall thereby indemnify and hold the Borough harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the seller to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2. The Borough shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Borough to the seller for the purpose of assisting the seller in the performance of this contract. None of the documents and/or property shall, without the written consent of the Borough, be disclosed to others or used by the seller or permitted by the seller to be used by their parties at any time except in the performance of the resulting contract.

The seller shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Borough. Any information supplied to the Borough may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

3. Under state and federal statutes, certain government records are protected from public disclosure. The Borough and the seller have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the seller may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Borough retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The seller is prohibited from the sale or distribution of all supplied information to any third party.
4. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the Borough.

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

During the performance of this contract, the seller agrees as follows: The seller 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 seller 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 seller 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 seller in all solicitations or advertisements for employees placed by or on behalf of the seller, 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 seller 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 seller's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The seller 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 seller 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 seller 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 seller 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 seller 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 seller 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The seller 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 N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT "B"

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 seller, the seller agrees that:

1. In the hiring of persons for the performance of work under this contract or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no seller, nor any person acting on behalf of such seller, 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;
2. No seller 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, manufacture, assembling or furnishing 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;
3. There may be deducted from the amount payable to the seller by the Borough 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
4. This contract may be canceled or terminated by the Borough, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the seller from the contracting public agency of any prior violation of this section of the contract. No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

ATTACHMENT "C"
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability The seller and the Borough 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 Borough pursuant to this contract, the seller agrees that the performance shall be in strict compliance with the Act. In the event that the seller, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the seller shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The seller shall indemnify, protect, and save harmless the Borough, 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 seller 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 Borough's grievance procedure, the seller agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the seller shall satisfy and discharge the same at its own expense.

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

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

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

**APPENDIX B
SPECIFICATIONS**

2023 Ford F550 Supercab/Chassis 4X4 DRW or its EQUIVALENT

Powertrain

7.3 Liter Engine
10 Speed Auto Transmission
Fuel Tank Capacity : 40 gal.

Suspension/Handling

Front Mono-beam non-independent suspension
Rear rigid axle leaf suspension with HD Shocks
Hydraulic power-assist steering
Front and rear steel tires 19.5g
225/70 R 19.5G BSW All Position

Body Exterior

2 Door with ½ Rear Door
Black door mirrors
Black bumpers
Trailer sway control
Roof Clearance lights
Color White

Convenience

Manual air conditioning
Manual tilt steering wheel
Manual telescopic steering wheel
Day=night rearview mirror
Front upholders
Passenger visor vanity mirror
Upfitter switches

Seats and Trim

Seating capacity of 3
Front 40-20-40 Vinyl split bench seat
4-way driver seat adjustment
Manual driver lumbar support
4-way passenger seat adjustment
Center front armrest with storage

Entertainment Features

AM/FM stereo radio with 2 speakers
Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero composite headlights
Variable intermittent front windshield wipers

Front reading lights
Tachometer and oil pressure gauge
Outside temperature display
Low tire pressure warning
Trip odometer

Safety and Security

4 wheel ABS brakes
Brake assist
4 wheel disc brakes
AdvanceTrac w/roll stability control
Dual Front impact airbags
Dual seat mounted side impact airbags
Manually adjustable front head restraints
SYNC with blue tooth

Factory Options

Spare tire, jack and wheel
Factory installed running boards
Snow plow package
Exterior back up chime
Power equipment group XL
Trailer brake controller
Payload upgrade
Axle limited slip 4.88 ratio
Heater, engine block
410 AMP alternator
Dual Battery
Rear view camera and prep package