

MONTAGUE TOWNSHIP  
SUSSEX COUNTY, NEW JERSEY

REQUEST FOR PROPOSALS  
FOR PURCHASE OF USED DUMP TRUCK

Notice is hereby given that sealed proposals for the sale and purchase of a used dump truck will be opened by the Clerk of Montague Township, Sussex County, New Jersey, on Thursday, July 20, 2017, at twelve noon, at the Montague Township Municipal Building, 277 Clove Road, Montague, New Jersey 07827, at which time said bids will be opened and read in public. Bidders must use a Bid Proposal Form and follow such instructions as may be obtained from the Montague Township Clerk at 277 Clove Road, Montague, NJ 07827, on the Montague Township website at [www.Montaguenj.org](http://www.Montaguenj.org) or by contacting the Township Clerk at [clerk@montaguenj.org](mailto:clerk@montaguenj.org). No bids will be received after the time scheduled for opening bids.

The dump truck offered for sale to the Township must be a 2014 or newer 4x4 chassis similar to (but not necessarily) a Western Star 4700, with a GVWR of 42,000 lbs., automatic or standard, steel or stainless steel dump body with a capacity of no less than seven (7) yards, with a spreader, hydraulics, and plow. Montague Township is sales tax exempt and will be responsible for registration fees. Seller must provide a warranty as described in the Bid Instructions available from the Township Clerk. The vehicle must be available for inspection in New Jersey within a sixty-mile radius of the Montague Township municipal building. The winning bidder must deliver the vehicle to the Montague Township municipal building within ten days of notification.

Bids may be hand-delivered or mailed to the Township at the address listed above for receipt on or before the date and hour indicated above. The Township will not assume responsibility for bids sent by mail, nor will it accept bids delivered to the municipal building after said date and hour. The Township is not responsible for loss or destruction

of any bids mailed or delivered to the Township Clerk prior to the time set for bid opening.

All bids must be accompanied by such documents and information indicated in the Bid Instructions. Bids must be enclosed in a sealed envelope addressed to the Municipal Clerk and clearly marked on the outside: "Dump Truck Bid."

The Township of Montague reserves the right to reject any and all bids and to waive informalities as the interest of the Township may require. The Township shall have up to thirty days from the bid-opening date to either accept or reject a bid.

By order of the Montague Township Committee, Sussex County,  
New Jersey.

Eileen DeFabiis, Clerk, RMC

TOWNSHIP OF MONTAGUE  
277 CLOVE ROAD, MONTAGUE, NJ 07827  
BID PROPOSAL FORM

Item: Used Dump Truck

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Truck Manufacturer: \_\_\_\_\_

Model and Year: \_\_\_\_\_

Miles: \_\_\_\_\_

Delivered Price, Tax Exempt: \_\_\_\_\_

Approximate Delivery Time (from acceptance of bid): \_\_\_\_\_  
(No later than ten days from acceptance of bid)

This price includes the vehicle, all transportation charges, fully prepaid by bidder, F.O.B. destination and delivery at location specified by the Township of Montague.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

Bidder is a:  
 Corporation or Limited Liability Company  
 Individual  
 Partnership

(No proposals will be accepted unless signed by the individual making the bid; or if a partnership, the partners of said partnership; or if a corporate or limited liability form of entity, by an officer of the entity authorized by corporate Resolution to obligate the entity. Bids by corporations or partnerships must include a completed Ownership Disclosure Form.)

## CHECKLIST OF SUBMISSIONS:

- \_\_\_ Bid Form
- \_\_\_ Photographs of Vehicle
- \_\_\_ Business Registration Certificate
- \_\_\_ Ownership Disclosure (if applicable)

### **Instructions To Bidders**

#### **I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and at the place as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, care of Municipal Clerk, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the identification "Used Dump Truck."
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Bidder must provide at least four photographs of the vehicle showing its front, rear, and each side.
- F. All prices and amounts must be written in ink or preferably machine-printed. 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 owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Bidder must pledge to follow the New Jersey Department of Treasury Equal Opportunities regulations if same apply to Bidder and if the Bidder does not already have an approved EEOC program.

H. AMERICANS WITH DISABILITIES ACT OF 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included in this package and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

I. PROOF OF BUSINESS REGISTRATION. N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration prior to award of a contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

The BRC may be provided with the bid or after notification of award. However, if the BRC is not provided to Owner before delivery of the vehicle, the award may be withdrawn and the purchase cancelled.

J. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and 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 must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and

designation of the president, secretary or other person authorized to bind the corporation in the matter.

- Bids by a sole-proprietorship shall be signed by the proprietor.
- Evidence of the authority of the officer signing shall be furnished in the case of corporate entities.
- Bids by corporations or partnerships must include a completed Ownership Disclosure Form (attached).

H. A bid may be withdrawn by a Bidder at any time prior to acceptance by the Township.

## II. SPECIFICATIONS

- A. The dump truck offered for sale to the Township must be a 2014 or newer 4x4 chassis similar to (but not necessarily) a Western Star 4700, with a GVWR of 42,000 lbs., automatic or standard, steel or stainless steel dump body with a capacity of xxx yards, with a spreader, hydraulics, or plow.
- B. Cost of vehicle offered for sale can be no higher than \$\_\_\_\_\_. The award may not be made to the bidder with the lowest-priced vehicle, as the Township in its discretion may decide that the condition of one vehicle justifies a higher purchase price.
- C. Any bid may be rejected for unsatisfactory inspection results, and all bids may be rejected in the discretion of the Township Committee.
- D. The Seller who is awarded the bid must warrant that the vehicle will be free from any mechanical defect or breakdown for a period of thirty days after delivery of the vehicle. In the event of a breakdown or discovery of a mechanical defect, Owner may demand a full refund of the purchase price from Seller and return of the vehicle unless the parties are able to negotiate a satisfactory settlement. This is a material condition of the award of a bid and by submitting a bid Seller accepts this warranty obligation.



N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,



labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 applicable 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Township of Fredon, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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