

Hudson Regional Health Commission
595 County Avenue, Building 1
Secaucus, New Jersey 07094

REQUEST FOR

**Three (3) 2023 or Newer Chevrolet Colorado WT Crew Cab Short Box or Approved
Equal**

CONTRACT NUMBER: BID# 23-001

REQUESTING AGENCY: Hudson Regional Health Commission

CONTACT PERSON: Marisol Leguizamon
Purchasing Agent
Fax#: 201-223-0122

BID SUBMISSION DEADLINE: September 8 2023, at 11:00 AM

BIDDING COMPANY NAME: _____

COMPANY CITY/TOWN: _____ STATE: _____

**HUDSON REGIONAL HEALTH COMMISSION
LEGAL NOTICE**

Separate SEALED BIDS will be received by the Purchasing Agent of Hudson Regional Health Commission on **September 8 2023, at 11:00 am**, Eastern Standard Time at the office of Hudson Regional Health Commission, Secaucus, New Jersey for the respective project as follows:

Bid# 23-001

Three (3) 2023 or Newer Chevrolet Colorado WT Crew Cab Short Box or Approved Equal

Bid documents are available for downloading **for free** from www.hudsonregional.gov or may be picked up on or after **August 24, 2023** at the address below during regular business hours. Hudson Regional Health Commission shall not be responsible for full or partial sets of Contract Documents, including addenda, obtained from any other source.

Bids must be enclosed in a **sealed envelope** bearing the name and address of the bidder, and the **Bid number and title** spelled out on the outermost packaging, addressed to the Purchasing Agent of the Hudson Regional Health Commission, and be delivered either in person at the hour designated, or previous thereto by delivery or mail, at:

HUDSON REGIONAL HEALTH COMMISSION
595 COUNTY AVENUE, BUILDING 1
SECAUCUS, NEW JERSEY 07094

No bids shall be accepted after the designated time, and Hudson Regional Health Commission will not assume responsibility for bids forwarded by mail or delivery service, nor any other conveyance.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Bid and Proposal requests herein are solicited through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq. The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Marisol Leguizamon
Purchasing Agent
Hudson Regional Health Commission

In accordance with the **Governor's Executive Orders and guidance regarding Covid-19**, Hudson Regional Health Commission requests that the public maintain **SOCIAL DISTANCING**. Accordingly, we ask that Bidders/Respondents may wish to consider **not attending** the Bid Openings in person. We do note that if Bidders/Respondents choose to attend, they are required to be screened by the Commission Staff. If they show any signs of illness, they will not be permitted access to the building.

Due to the circumstances, during the bid opening process, a bid review and providing unit prices will not take place at the openings. Instead, this information will be posted online once available.

Bidders/Respondents are encouraged to MAIL in bids and responses. If they must be hand delivered, they can do so at Commission's office at 595 County Ave, Bldg. 1, Secaucus, New Jersey.

We thank you for your understanding and cooperation.

TABULATION SHEET: Available on the Commission's website within 1 week AFTER close of bid. Award of contract by the Commission will be made within 60 days.

HUDSON REGIONAL HEALTH COMMISSION GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

- B. Each bid shall be submitted on the proposal forms attached, NOT DOUBLE SIDED, in a sealed envelope
- (1) addressed to the Purchasing Agent
 - (2) bearing the name and address of the bidder on the outside
 - (3) clearly marked "SEALED BID" with the bid number and title noted.
- C. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be mailed; however, Hudson Regional Health Commission disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- D. The Commission reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

In the event Hudson Regional Health Commission Offices are **closed**, bids will be accepted **on the next business day** that offices are opened at the same location and the same time

E. Multiple Bids Not Accepted

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

Respondent must be an established concern in the business of providing the product/service proposal and must prove to the Commission Purchasing Agent's satisfaction, upon request, that he has adequate facilities to perform all requirements in event of award.

- 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, attachments of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

2. **BID SECURITY**

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. ☐ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to Hudson Regional Health Commission.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to Commission.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A: 11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☐ CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to Hudson Regional Health Commission stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant N.J.S.A. 40A: 11-22. Failure to submit this shall be cause for rejection of the bid.

C. ☐ PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A: 11-22.

3. QUOTATIONS, BIDS AND FORMS

- A. Hudson Regional Health Commission is exempt from any local, state or federal sales, use or excise tax. The Commission will not pay service charges such as interest and late fees. Hudson Regional Health Commission or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.
- B. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.
- C. Failure to sign and give all information in the bid may result in the bid being rejected.
- D. Estimated Quantities: (Open-Ended Contracts, purchase as Needed) The Commission has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- E. Insert prices for furnishing all of the material described. Prices shall be met including all transportation charges fully prepaid by the contract F.O.B. destination and placement as designed by Hudson Regional Health Commission. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

- F. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60-day period after the bids are received.
- G. All forms shall be completed and attached to the bid proposal. BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.

4. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Commission. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify Hudson Regional Health Commission of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent via email at inforequest@hudsonregional.gov or via fax to (201) 223-0122. In order to be given consideration, written requests for interpretation must be received **at least eight (8) days prior** to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders of written addenda to the specifications, and will be distributed to all prospective bidders, pursuant to N.J.S.A. 40A: 11-13. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Commission's interpretations or corrections thereof shall be final.
- D. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Commission of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. Hudson Regional Health Commission reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

- D. The contractor shall hold and save harmless the Commission, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.
- E. Wherever practical and economical to Hudson Regional Health Commission, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

6. AWARD OF BID

- A. Hudson Regional Health Commission shall award a contract or reject bids within sixty (60) days, except that the bids of any Bidders who consent thereto may, at the request of the Commission, be held for consideration for such longer period as may be agreed.
- B. Hudson Regional Health Commission reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Commission to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- C. Hudson Regional Health Commission further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Commission. Without limiting the generality of the foregoing, Hudson Regional Health Commission reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- D. The Commission reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Commission may then, at its option, accept the bid of the next lowest responsible bidder.
- F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.
- G. The form of contract which shall be signed by the successful respondent shall be that as furnished by the Commission Counsel, a copy of which is on file with the Hudson County Purchasing Division and may be inspected upon request

7. ☐ NEW JERSEY PREVAILING WAGE ACT (When Applicable)

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. 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 www.state.nj.us/labor/lssse/lspubcon.html.

8. ☐ THE 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 contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and 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 sub-contractors 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.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

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/lssse/lspubcon.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. NON-COLLUSION AFFIDAVIT

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

10. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees nor 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 this document.

11. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provision of N.J.S.A. 10:531 et seq. and N.J.S.A. 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.

A. Goods, Professional Services and General Service Contracts

Each 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:

1. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approved 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.
2. 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.
3. The successful bidder 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 regulation.

12. 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: 51 et seq., and N.J.A.C 5:89-5 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). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register/ Vol. 77, No. 58/ Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

13. STATEMENT OF OWNERSHIP DISCLOSURE

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to Hudson Regional Health Commission a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-

corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

15. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the Commission.

16. INSURANCE REQUIREMENTS

The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to Hudson Regional Health Commission with insurance companies licensed to provide insurance in the State of New Jersey. The Contractor will ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Insurance shall be evidenced by Certificates and/or Policies as determined and approved by the Commission, Division of Risk Management. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Purchasing Agent, Hudson Regional Health Commission, by registered mail, return receipt requested and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. The Contractor shall submit an updated Certificate of Insurance to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, Hudson Regional Health Commission may suspend the work. The Commission may refuse to make payments due under this contract or any other contracts with the Commission until the required insurance coverage is in effect. Hudson Regional Health Commission may use monies withheld to renew the insurance for the periods and amounts referred to above.

A. ☒ Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:2351.6. Minimum Employer's Liability \$500,000.00.

B. General Liability Insurance

☐ The Contractor shall provide Comprehensive General Liability insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable.

☒ The Contractor shall provide Comprehensive General Liability insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable.

C. ☐ **Professional Liability** The Contractor shall provide a copy of a certificate verifying coverage of professional liability insurance applicable to services to be rendered under this agreement with limits of \$1,000,000/\$3,000,000.

D. ☐ **Owners Contractors Protective Liability**

The Contractor shall provide Owners Contractor Protective Liability Insurance with a limit of \$1,000,000.00 for General Work for the sole protection of the Commission. Hudson Regional Health Commission must be named as the first insured on this policy.

E. ☒ **Automobile Liability Insurance**

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage, for owned automobiles, hired automobiles and non-owned automobiles.

F. ☒ **“ADDITIONAL INSURED”**

All Certificates of Insurance shall state that Hudson Regional Health Commission is carried as “an additional insured” for the purposes of the contract, and shall include **Form CG 20100704 & CG20370704 attached, or their equivalent, as determined solely by Hudson Regional Health Commission Risk Manager.**

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

17. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless, Hudson Regional Health Commission, their Employees, Agents, Representatives and Servants (collectively the “Health Commission”) from and against any and all losses, penalties, claims, damages, settlements, judgments, verdicts, costs, charges, professional fees (including attorneys’ fees and other expenses or liabilities including, but not limited to, the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor’s work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor) regardless of whether it is caused in part by a party indemnified hereunder, and (c) is caused in whole or in part by the Contractor’s breach of any term evidencing an agreement between the Contractor and Hudson Regional Health Commission or anyone directly or indirectly employed by the Contractor for whose acts the Contractor may be liable.

In any and all claims against Hudson Regional Health Commission, their Employees, Agents and Servants, by any employees of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers compensation acts, disability benefit acts or other employee benefit acts.

18. PAYMENT

Payment will be made after a properly executed Hudson Regional Health Commission voucher has been received and formally approved on the voucher list by Hudson Regional Health Commission at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

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.**

19. TERMINATION

If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner any of the obligations under this contract or if the Contractor shall violate any of the requirements of this contract, the Commission shall thereupon have the right to terminate this contract by giving sixty (60) days written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Commission of any obligation for balances to the Contractor of any sum or sums set forth in the contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of the contract by the Contractor and the Commission may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Commission from the Contractor is determined.

In case of default by the respondent, Hudson Regional Health Commission reserves the right to purchase services on the open market and hold the respondent responsible for any losses resulting from the respondent's default.

The Contractor agrees to indemnify and hold Hudson Regional Health Commission 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 Commission under this provision. Each fiscal year payment obligation of the Commission is conditioned upon the availability of funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Commission hereunder, whether in whole or in part, the Commission at the end of any particular fiscal year may terminate such services. Hudson Regional Health Commission will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Commission to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

20. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. Bidders shall not write in margins or alter the official content or requirements of the Commission bid documents.

22. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the

documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor 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 owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

Reasonable efforts will be taken by Hudson Regional Health Commission to keep information of a confidential or proprietary nature confidential during and after the procurement process as permitted by law, when such information is properly identified by the Proposer.

24. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

1. N.J.S.A 2C:21-34. et seq. governs false claims and representations by bidder. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
2. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
3. N.J.S.A 2C: 27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees any benefit not allowed by law to a public servant.
4. Bidder should consult the statutes or legal counsel for further information.

25. N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions, please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609292-8700

27. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Hudson Regional Health Commission will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Commission to pay additional fees.

28. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, the Commission locations. No price escalation. The vendor shall void the contract and permit Hudson Regional Health Commission to solicit open market pricing should any price increase or surcharge be imposed.

29. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

30. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if Hudson Regional Health Commission opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Commission may solicit the goods and/or services from any bidder on this contract.

31. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official Hudson Regional Health Commission bid packages for routine goods and services are available from www.hudsonregional.org at no cost to the vendor, or may be picked up at 595 County Ave Building 1, Secaucus, NJ 07094.

Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. Hudson Regional Health Commission is not responsible for third party supplied specifications

32. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA & BELARUS

P.L. 2021, c.4, and P.L. 2022, c. 3, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran, and engaging in prohibited activities in Russia or Belarus.

33. Bidder/Respondent understands that the specifications herein are incorporated into and are fully part of any contract as may be awarded as result of this proposal submittal.

**POLICY NUMBER:
CG 20 10**

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person (s) Or Organization (s):	Locations of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “productscompleted operations hazard”.

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**
CG 20 37

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person (s) Or Organization (s):	Location and Description of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “productscompleted operations hazard”.

HUDSON REGIONAL HEALTH COMMISSION BID DOCUMENT CHECKLIST

Required Bid Read, Signed With & Submitted

Bidder's Initial

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID:

- | | | | |
|-------------------------------------|---|-----|--|
| <input checked="" type="checkbox"/> | | Bid | |
| <input checked="" type="checkbox"/> | Proposal Form / Signature Page | | |
| <input checked="" type="checkbox"/> | | | |
| <input type="checkbox"/> | Statement of Ownership Disclosure | | |
| <input type="checkbox"/> | Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) | | |
| | Bid Guarantee (bid bond or certified/cashier's check) | | |
| | (With Power of Attorney for full amount of Bid Bond) | | |
| | Consent of Surety (Certificate from Surety company) | | |

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED:

- | | | | |
|-------------------------------------|---|-------------------|--|
| <input checked="" type="checkbox"/> | | | |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit | | |
| <input checked="" type="checkbox"/> | | Required Evidence | |
| <input type="checkbox"/> | EEO/Affirmative Action Regulations Questionnaire | | |
| <input type="checkbox"/> | Business Registration Certificate – Bidder, (Preferred with response, but effective at contract award) | | |
| <input type="checkbox"/> | Business Registration Certificate – Designated Subcontractor(s), (Preferred with response, but effective at contract award) | | |
| <input checked="" type="checkbox"/> | | | |
| <input checked="" type="checkbox"/> | Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors (Preferred with response, but effective at contract award) | | |
| <input type="checkbox"/> | W9 (Preferred with response, but prior to contract award) | Disclosure of | |
| <input checked="" type="checkbox"/> | Investment Activities in Iran, Russia & Belarus (Preferred with response, but prior to award) | | |
| <input checked="" type="checkbox"/> | | | |
| <input checked="" type="checkbox"/> | Equipment List | | |
| <input checked="" type="checkbox"/> | | License(s) or | |
| <input type="checkbox"/> | Certification(s) Required by the Specifications | | |
| | Americans With Disability Act of 1990 Language (Preferred with response but prior to award of contract) | | |
| | NJ Anti-Discrimination Provisions (Preferred with response but prior to award of contract) | | |
| | Prevailing Wage Compliance Declaration (TO ACCOMPANY SEALED BID) | | |
| | Insurance Documents including Endorsements (with signed contracts) | | |
| | Statement of Bidders Responsibility | | |

OTHER ITEM(S):

☐ Bidder's Questionnaire (Provide with bid document)

Please provide **one (1) original** (clearly marked as such), **and one (1) digital (cd or USB flash drive) copy**.

Bidder Signature: _____

PROPOSAL & SIGNATURE PAGE

BID# B23-001

The undersigned bidder has read and fully understands the specifications and requirements herein, for the provision of the following:

Three (3) 2023 or Newer Chevrolet Colorado WT Crew Cab Short Box or Approved Equal

BASIS of AWARD:

Make/Model/Year: _____

Cost: \$ _____

(Written Total Bid Amount)

DELIVERY: _____ **DAYS (NOT TO EXCEED 90 DAYS from award of contract)**

(Corporation)

The undersigned is a (Partnership) under the laws of the State of _____ having its

(Individual)

Principal office at _____

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

HUDSON REGIONAL HEALTH COMMISSION
STATEMENT OF OWNERSHIP DISCLOSURE

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO PROVIDE
THE INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-
24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS
FORM IS NOT REQUIRED.

PART 1

YES

NO
☐

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited
companies owning a 10% or greater interest in the Vendor {Bidder}?

☐

liability

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME			
ADDRESS 1			
ADDRESS 2			
CITY			
	STATE		ZIP

NAME		
ADDRESS 1		
ADDRESS 2		
CITY		
	STATE	ZIP

NAME		
ADDRESS 1		
ADDRESS 2		
CITY		
	STATE	ZIP

NAME		
ADDRESS 1		
ADDRESS 2		
CITY		
	STATE	ZIP

NAME		
ADDRESS 1		
ADDRESS 2		
CITY		
	STATE	ZIP

Attach Additional Sheets If Necessary.

PART 2

YES

NO

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are ☐ ☐ there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME			
ADDRESS 1			
ADDRESS 2			
CITY			
	STATE _____	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY			
	STATE _____	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY			
	STATE _____	ZIP	

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the COMMISSION is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the HEALTH COMMISSION to notify the COMMISSION 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the **COMMISSION** permitting the COMMISSION to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**HUDSON REGIONAL HEALTH
COMMISSION**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

	ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
Bidder MUST	_____	_____	_____
acknowledge			
EACH addenda	_____	_____	_____
by number,			
date, and initial	_____	_____	_____
acknowledgment			
	_____	_____	_____

Acknowledged for:

(Name of Bidder)

By:

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

STANDARD BID DOCUMENT REFERENCE						
Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						

Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (“Russia-Belarus list”) or in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 list”).</p>
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Prohibited Russia-Belarus Activities & Iran Investment Activities	
Person or Entity	
Part 1: Certification	

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)</i></p>
<p align="center">IF UNABLE TO CERTIFY</p>	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
<p align="center">Part 2: Additional Information</p>	

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)

Title

Signature		Date	
------------------	--	-------------	--

**HUDSON REGIONAL HEALTH COMMISSION
NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of _____

ss:

I,

residing in

(name of affiant)

(name of municipality)

in the County of _____ and State of _____, of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

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

knowledge that the _____ relies upon the truth of
(name of contracting unit)

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_.
(name of firm)

Subscribed and sworn to before me this day, _____, 20____ :

Signature of affiant

Type or print name of affiant

Notary public of

My Commission expires _____

(Seal)

24

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. 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 is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐ If
yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:271.1 et seq. The vendor must provide a copy of the Certificate to the City 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. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐ If
yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

25

(REVISED 4/10)

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval Certificate
of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

HUDSON REGIONAL HEALTH COMMISSION
New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, the Hudson Regional Health Commission is prohibited from entering into a contract with an entity unless the bidder/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 Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) 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.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) 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 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 in 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.

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

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 contractor 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.

ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**HUDSON REGIONAL HEALTH COMMISSION
MAY BE CAUSE FOR REJECTION OF YOUR BID RESPONSE**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE MAY
BE CAUSE FOR REJECTION OF YOUR BID RESPONSE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08647-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *S121 01* et seq.), which prohibits discrimination on the basis of disability by

HUDSON REGIONAL HEALTH COMMISSION

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.

Signature

Type or print name

**HUDSON REGIONAL HEALTH COMMISSION 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 hereunder, or for the procurement, manufacture, 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, 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;
- 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 or 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.

Signature

Type or print name

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TECHNICAL SPECIFICATIONS TO FOLLOW

**HUDSON REGIONAL HEALTH COMMISSION
595 COUNTY AVENUE, BUILDING 1
SECAUCUS, NEW JERSEY 07094**

**SPECIFICATIONS FOR Three (3) 2023 or Newer Chevrolet Colorado WT Crew Cab Short Box or
Approved Equal**

It is the intention of the Commission to acquire Three (3) 2023 or Newer Chevrolet Colorado WT Crew Cab
Short Box or Approved Equal. Submitted equipment shall meet or exceed these specifications.

Model Profile

Exact Compliance
With Specifications

Item Description	✓ Yes	✓ No
2023 or newer Crew Cab, Short Box WT 2WD		
Mechanical		
2.7L Turbo engine with 237 hp		
8-speed automatic transmission		
3.42 rear axle ratio		
5,800 lbs. GVWR		
Engine control stop/start with system override		
Engine air filtration monitor		
Push Button Start		
Automatic Stop/Start		
Rear wheel drive		
Heavy-duty 800 cold-cranking amps battery		
170-amp alternator		
Radiator Grille Shutters		
Vehicle health management		
Hitch Guidance		
Fully boxed frame		
Pickup box		
4-wheel antilock disc brakes		
Capless fuel fill		
Exterior		
17" Ultra Silver Metallic steel wheels		
17" 255/65R17 all-season blackwall tires		
18" compact spare tire		
18" compact spare steel wheel		
CornerStep rear bumper		
Black beltline moldings		
Halogen headlamps		
IntelliBeam auto high beams		

Automatic on/off headlamps		
Cab-mounted cargo area lamps		
Outside power-adjustable mirrors		
Mirror caps, molded in color Black		
Deep-tinted glass		

Solar glazing glass		
Privacy glazing glass		
Solar-absorbing windshield		
Black door handles		
Black tailgate handle		
Safety		
Chevy Safety Assist		
OnStar® & Chevrolet Connected Services capable		
StabiliTrak, electronic stability control system with traction control		
Hitch View		
Halogen Daytime Running Lamps		
7 airbags		
Front outboard Passenger Sensing System for frontal outboard passenger airbag		
OnStar® & Chevrolet Connected Services capable		
HD Rear Vision Camera		
Lane Keep Assist with Lane Departure Warning		
Forward Collision Alert		
Automatic Emergency Braking		
Front Pedestrian and Bicyclist Braking		
LED Reflective Windshield Collision Alert		
Black seat belt color		
Buckle to Drive		
Tire Fill Alert		
3 Years of Remote Access		
Interior		
11.3" diagonal advanced color LCD display with Google built-In		
6-speaker audio system		
Wireless Apple CarPlay/Wireless Android Auto capability for compatible phones		
Front bucket seats		
Seat trim, Cloth		
6-way manual driver seat		
4-way manual front passenger seat		
Manual-folding second row 60/40 split-bench seats		
Front storage compartment without cover		

Carpeted floor covering		
Manual tilt steering column		
Steering wheel		
Steering-wheel mounted controls		
Speedometer, miles/kilometers		
8" diagonal multicolor Driver Information Center		
Power windows with driver express down		
Power windows with front passenger express-down		
Power windows, rear, express-down		
Power door locks		
Remote Keyless Entry		
Theft-deterrent unauthorized entry system		

33 Warranty

Manufacturer shall provide caution labels, decals and any warnings deemed necessary.

Manufacturer shall attach their standard warranty statement. All components described herein shall carry minimum one-year warranty, unless otherwise specified.

Other warranties not individually specified

Copies of all warranty policies must be submitted with bid.

Exceptions

Any and all exceptions to the specifications must be noted and fully explained on dealer letterhead.

Delivery

Delivery of the equipment shall be made to the Hudson Regional Health Commission, 595 County Ave Bldg. 1, Secaucus, NJ.

The unit and associated equipment furnished will receive a detailed pre-delivery inspection to assure the compliance with specifications in all aspects of the unit as well as any subcontracted components.

Front USB ports		
12-volt power outlet		
Single-zone climate control		
Rear passenger heating and air conditioning duct		
Black interior door handles		
Inside rearview manual day/night mirror		
Driver and front passenger visors with passenger mirror		
Interior lighting		
Overhead courtesy lamp		
Chevrolet Connected Access capable		
Additional Options		
Summit white/Black exterior color		
Two (2) Additional Key Fobs (for a total of 4)		

Award Basis

The Commission will award the bid to the lowest priced responsive and responsible bidder. All bids must be submitted as **LUMP SUM** bids, listing the final price.

NOTE: BIDDER MUST STATE THE PRODUCTION YEAR ON THE PRICING PROPOSAL FORM