

AGREEMENT FOR PURCHASE OF ONE 2025 KENWORTH T480 DUMP TRUCK

THIS AGREEMENT (“Agreement” or “agreement”) is between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and Gabrielli Truck Sales, 2306 Route 130 N, Dayton, New Jersey 08810 (hereinafter referred to as "VENDOR").

WITNESS

WHEREAS, PRINCETON has a need to purchase a 2025 Kenworth T480 Dump Truck with snowplow and sander; and

WHEREAS, on April 21, 2025, PRINCETON received a proposal from VENDOR to provide said goods to PRINCETON for the cost of \$277,155.95; and

WHEREAS, by resolution, the governing body of the Municipality of Princeton awarded a contract to VENDOR without public bidding as authorized by law pursuant to N.J.S.A. 52:34-6.2 b. (3) and in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and VENDOR as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, VENDOR shall deliver to PRINCETON a 2025 Kenworth T480 Dump Truck, with all standard manufacturer’s warranties. The specifications for these goods are detailed in VENDOR’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of VENDOR’S proposal and this Agreement, the terms of this Agreement shall control.
- b. VENDOR’s proposal, and the provision of goods and services provided pursuant thereto, are (and shall at all times) be consistent with the terms of the Sourcwell Cooperative Purchasing System Contract #032824-KTC, the terms and conditions of which are incorporated herein as if fully restated.

2. Contract Term.

- a. This Agreement shall become effective upon the date of the final signature below and shall terminate upon PRINCETON’s acceptance of the equipment and payment to vendor.

3. Compensation.

- a. PRINCETON agrees to pay VENDOR the total sum of two hundred seventy-seven thousand, one hundred fifty-five dollars and ninety-five cents (\$277,155.95). The specific costs attributable to all options on the vehicles are detailed in Exhibit B.
- b. PRINCETON agrees to pay VENDOR within 30 days of the delivery of the equipment, invoice, and executed purchase order to PRINCETON, and PRINCETON’s acceptance of the equipment.

4. Terms and Conditions.

- a. VENDOR shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and

N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.

- b. VENDOR shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C. PRINCETON will retain the proof of business registration in the file where documents relating to the contract are maintained.
- c. The Terms and Conditions printed on the purchase order issued by PRINCETON to VENDOR shall be incorporated into this agreement.
- d. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.

5. Political Contributions.

- a. This Agreement has been awarded to VENDOR based on the merits and abilities of VENDOR to provide the goods or services as described herein. As this Agreement was awarded through a National Cooperative Purchasing System, VENDOR hereby certifies that VENDOR (including persons and other business entities having an interest in VENDOR, as defined by N.J.S.A. 19:44A-20.7), its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of the contract nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee or joint candidates committee of any person serving in an elective public office of Princeton when the contract is awarded.
- b. VENDOR is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, §3) if VENDOR receives contracts in excess of \$50,000 from public entities in a calendar year. It is VENDOR's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

6. Hold Harmless.

- a. VENDOR shall defend, indemnify, and hold harmless PRINCETON, its officers, employees, agents, and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with VENDOR'S negligent or wrongful acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- b. It is also agreed that the acceptance of the final payment by VENDOR shall be considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of VENDOR'S obligations under this contract.

7. Document Retention; State Comptroller

- a. 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.

8. Contract Documents; Complete Agreement.

- a. The Contract Documents as defined herein are incorporated into this Agreement and made a part hereof by reference. The Contract Documents shall include this Agreement and all exhibits attached hereto, along with the following:
 - i. Sourcewell Contract.
 - ii. VENDOR'S Certification of Investment Activities in Iran, Certification of Non-Involvement in Prohibited Activities in Russia or Belarus and Pay to Play Forms/Disclosures.
- b. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

By: _____
Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

Date: _____

Date: _____

WITNESS:

GABRIELLI TRUCK SALES

By: _____

By: _____
Authorized Representative

Date: _____

Date: _____

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 et seq.**

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B



2306 Route 130 N Dayton, NJ 08810

Bill To:

TIM VANATTA
MUNICIPALITY OF PRINCETON
DEPARTMENT OF PUBLIC WORKS
1 MONUMENT DR PRINCETON NJ

Comments:

As per attached specifications
CHASSIS: 182091

Quote

Date:	4/21/2025
Quote ID#:	20250421MPSA-2
Contract Name:	Sourcewell
Contract #:	032824-KTC
Customer Sourcewell ID:	202154
Quote Valid Until:	5/21/2025

Prepared By: Colin Keim
Cell: 862-266-3904
Email: Ckeim@gabriellitruck.com

Description		
2025 KENWORTH T480 4X2 AS PER ATTACHED SPECIFICATIONS		
Sourcewell Member Locally Added Items/Equipment These item included: Diesel Fuel, DEF Fluid, Floor Mats, Dealer Prep & Detail Vehicle for Delivery, Inspections-Safety & Emissions, PTO-Transmission & Engine Parameter Settings-ECM Programming, and Sourcewell Allowable Body Equipment Fee/Upcharge of 5%		
EQUIPMENT PROVIDED EQUIPMENT AS FOLLOWS: 10' X 36" SIDES TELESCOPING HOIST STAINLESS DUMP BODY TARP RAIL FULL LENGTH BOTH SIDES 10" 7 GA. 201-2B BOLT ON EXTENSION PAN [2] 24" X 36" STAINLESS SPLASH GUARDS 1/2 X 84" CAB GUARD D/A TAILGATE FLOOR: 1/4" HARDOX SIDES: 7 GA 201-2B FED 108 LIGHT KIT w/REFLECTORS & WIRING HARNESS Front: 7 GA 201-2B [1] OVAL S/T/T IN EACH REAR CORNER POST 7 GA 201-2B TAILGATE SIDE BOARDS*** SHOVEL HOLDER STAINLESS STEEL*** SLIDE OUT LADDER WITH GRAB HANDLES 4 HEAD LED AMBER OVAL STROBES IN CAB SHIELD 2 IN REAR ON SEPARATE SWITCH*** 2 MID MOUNT ON BODY (USE FRONT STROBE SWITCH)*** STAINLESS STEEL SPASH SHIELD RUBBER FLAPS REAR SS LINES*** FORCE AMERICA STAINLESS STEEL VT35 CENTRAL HYDRAULICS WITH HOT SHIFT PTO, TXV LOAD SENSE PISTON PUMP, 5100EX SPREADER CONTROL WITH PATROL COMMANDER DUAL JOYSTICK 25 TON PINTLE HOOK ON 3/4" PLATE WITH SAFETY "D" DRINGS TEKONSHA ELECTRIC BRAKE CONTROLLER WITH SPEC TRAILER PLUG AERO ELECTRIC TARP SYSTEM WITH WIND DEFLECTOR AND MESH TARP BUYERS SS STAINLESS STEEL UNDER TAILGATE SALT SPREADER WITH DIRECT DRIVE AUGER AND SPINNER MOTORS (BOLT ON SANDER PLATES TO TAILGATE) [2] LED SPREADER WORK LIGHTS BUYERS OR HENKE QCP DROP PIN HITCH TRUCK PORTION 3" X 10" LED BOSS PLOW LIGHTS ON RAISED BRACKETS MODIFY FRONT GRILL TO ALLOW FOR A STATIONARY STYLE GRILL FURNISH AND INSTALL UNDERBODY 18 X 18 X 24 ALUMINUM DIAMOND PLATE TOOLBOX WITH DROP DOWN DOOR		
BUYERS 11' X 42" FULL TRIP SNOW PLOW DROP PIN WITH OSCILLATING SWIVEL, 4IN CYLINDERS, MARKERS, RUBBER FLAP, MUSHROOM SHOES. PAINTED BLACK		
Extended Warranty - PX-9 PLAN 5 YEAR/100K MILES		
Extended Warranty - 5YR/150 MI - AFTERTREATMENT (CARB)		
DELIVERY TO PRINCETON DPW GARAGE		
Additional Options and Extended Warranties available upon request OPTIONS ARE IN ADDITION TO BASE TOTAL	TOTAL	\$ 277,155.95

Signature: _____ Date: _____

Print Name: _____ Title: _____

Terms and Conditions:

This Quotation is valid for the build quarter noted on this quotation.
Chassis will only be allocated upon receipt of a signed purchase order.

If a Purchase order is received after allocation is sold out the entity will be notified and given option to cancel the order or pay the difference. This quotation is subject to the addition of any Federal, State or Local Government requirements. Due to current market conditions and the supply shortages any additional surcharges enforced by the chassis or body manufacture shall be paid in full or the entity will have the option to cancel the purchase order.

Any applicable Tariffs imposed on the products provided in this proposal prior to final delivery and acceptance will be invoiced to the customer. All documentation and supporting information will be provided.

Remit Purchase Order To : 239 Bergen Turnpike Ridgefield Park, NJ 07660



EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACT shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

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 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 \$25.00 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)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, 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, 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 personal 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 with out regard to age, creed, color, national origin, ancestry marital status, affectional or sexualorientation, gender identity or expression, disability, national 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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.