INVITATION FOR BID

FOR

VEHICLE MAINTENANCE AND REPAIRS

Issued by the
The City of Absecon

Responses Due by:

Tuesday, December 8, 2026 @11:00 am

NOTICE TO BIDDERS

Notice is hereby given that the sealed bids will be received by the City of Absecon on **Tuesday, December 8, 2026 @11:00 am** in the Office of the City of Absecon Clerks Office, 500 Mill Road, Absecon, NJ 08201, at which time and place responses will be opened and read aloud for: **Vehicle Maintenance and Repairs.**

Bid responses must be made on the standard bid forms and submitted in SEALED ENVELOPES addressed to: the City Clerk, 500 Mill Road, Absecon, NJ 08201 and clearly marked on the outside **"Vehicle Maintenance and Repairs #26-001" All proposals/bids are to be submitted with one (1) original and one (1) copy.**

All addendum will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda(s) related to this procurement.

Specifications and instructions to bidders may be obtained at the Purchasing Office or through the City's website at www.abseconnj.org.

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

Nina D. Williams, QPA
Purchasing Agent

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Section 1 Introduction

Introduction

The City of Absecon, hereafter "City" is requesting bids from qualified vendors for Vehicle Maintenance and Repairs as described herein. It is the City's intent to establish an agreement with qualified vendor(s) for Vehicle Maintenance and Repairs throughout the City of Absecon.

Administrative Conditions and Requirements for Invitation for Bid (IFB)

The following items express the conditions and requirements of this IFB. Together with the other IFB sections, they apply to the IFB process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the City to determine the proposal as non-responsive to the IFB and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the City, will become part of any contract awarded as a result of this IFB.

Schedule:

Below are the dates for the release of IFB, proposal review, evaluation review and award:

1.	Release of IFB	Monday, November 16, 2026
2.	Q & A	Monday, November 23, 2026 ***(deadline at noon)***
3.	Proposal Due Date	Tuesday, December 8, 2026 @ 11:00 am
4.	Evaluation Completion Date	December 2026
5.	Governing Body Action	December 2026
6.	Contract Commence Date	February 1, 2027

City of Absecon Representative for this Solicitation

Questions regarding this IFB should be submitted in writing to Nina D. Williams, Purchasing Agent via email to nwilliams@gtnj.org no later than **Monday, November 23, 2026 noon.** Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the City is authorized to give interpretations of any portion of the IFB or to give information as to the requirements for the IFB in addition to that already contained in the IFB unless as a formal addenda.

Interpretations of the IFB or additional information as to its requirements, when necessary, shall be communicated to prospective respondents only by written addendum issued by the Purchasing Agent of the City of Absecon.

When submitting questions, please put the company name, phone number, email address and IFB Project name on the request.

Bid Submission Information

One (1) Original signed in ink and One (1) copy.

Clearly marked on the sealed envelope the Title of the bid, name of responding firm and addressed to the City Clerk, 500 Mill Road, Absecon, NJ 08201. The original proposal shall be signed in ink and marked to distinguish it from the one (1) copy. Faxed proposals will not be accepted.

Disclosure of Investment Activities in Iran/Russia-Belarus

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran/Russia-Belarus. Bidders must indicate if they comply with the law by certifying the form.

Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of the IFB; the contractor agrees to extend the terms and conditions of this IFB, 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 City may solicit the goods and/or services from any respondent on this contract.

Subcontractors

The City will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

Multiple Proposals Not Accepted

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

Force Majeure

Neither party shall be responsible for any resulting loss nor obligation to fulfill duties as specified in any of the terms or provisions of this Agreement. If the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such part is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the City by notice to each party.

The terms of the Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the IFB's.

Challenges filed after that time shall be considered void and having no impact on the City or the award of contract.

Payment

Invoices shall be submitted and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services rendered, and all backup documentation (time logs, receipts, etc.).

Non-Payment of Penalties and Interest on Overdue Bills

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

Source of specifications/ IFB Packages

Official City Request for Proposal packages are available on the City's website: www.abseconnj.org at no cost to the prospective respondents. All addenda are posted on the site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied IFB Documents.

Altering Official Document

Respondents shall not write in any margins or alter the official content of the City 's IFB Documents.

IFB Preparation of Forms

Documents must be signed in ink by the respondent. No pencil notations will be accepted. All quotations shall be made with a typewriter, computer or pen and ink. Any notations showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in the spaces provided.

Qualifications

It shall be necessary for the bidder to present evidence/documentation that he/she is in the *Vehicle Maintenance and Repairs* business and that he/she has been in business for at least __5__ years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition to the above he/she shall submit evidence that his/her company has the necessary equipment to carry out this type of operation.

Duration of Contract

The duration of the contract shall be for one (1) year with a 2nd and 3rd year renewal option at the discretion of the City of Absecon and contingent upon availability of funding.

Section 2 Instruction to Bidders and Statutory Requirements

I. SUBMISSION OF BIDS

A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "City of Absecon," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. Sealed bids will be received by the designated representative on ***Tuesday, December 8, 2026 @11:00 am, 500 Mill Road, Absecon, NJ 08201*** as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid shall be submitted in a sealed envelope: (1) addressed to the City , (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.

D. It is the bidder's responsibility that bids are presented to the City at the time and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

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

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

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

☐A. BID GUARANTEE **(NO BID GUARANTEE REQUIRED FOR THIS BID)**

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 the City. 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 the City. 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 N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in 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 the City 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 to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

☐C. PERFORMANCE BOND

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 a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

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.

☐D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

□E. MAINTENANCE BOND

Upon acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed _____% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____1 year
_____2 years

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three 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 a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the City 's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The City 's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. 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 City of the extended totals shall govern.

E. Pre-Bid Conference
If stated in the Notice to Bidders:

X A Pre-Bid Conference is not required.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

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

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.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages.

A. INSURANCE REQUIREMENTS

X 1. Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

X 2. General Liability Insurance

General Liability Insurance shall be provided with limits of no less than $1,000,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

X 3. Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of no less than $500,000.00 any one person and $1,000,000.00 any one accident for bodily injury and $1,000,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

☐4. Other Forms Of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

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

X C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the City from all claims, suits or actions, and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The City is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The City 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 N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) 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:

i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

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

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☐ F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City 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/lsse/lspubcon.html.

☐ G. 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 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. 34:11-56.26(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/lsse/lspubcon.html.

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

X H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VIII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The City may also elect to award the contract on the basis of unit prices.

E. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A. All bids pursuant to N.J.S.A. 40A:11-13.2;

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. The City will pay only for goods and services accepted prior to termination.

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

C. The contractor agrees to indemnify and hold the City 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 City under this provision.

D. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.

F. ACQUISITION, MERGER, 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 City (s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

H. The City may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the City 's policy and procedures.

APPENDIX A

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

The contractor and the City of Absecon, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City ship's grievance procedure, the contractor agrees to abide by any decision of the City hip which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the City *shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

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

EXHIBIT A

N.J.S.A. 10:5-36 et seq. and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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 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, 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.10:5-36 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted 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 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 personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

Section 3
Specifications

Vehicle Maintenance Specifications

Parts and Material:

All materials, parts or accessories supplied by the contractor shall be new and of equal quality to originally manufactured items. No parts, materials or accessories will be used that might violate any manufacturers' warranties. When the vehicle's warranty is not involved, the City's authorized representative may authorize use of rebuilt assemblies when such is standard industry proactive and the rebuilt item carries the same warranty as a new assembly or sub-assembly. Any part removed is the City's property and shall be returned or disposed of as directed unless new part prices are predicated upon an exchange basis. Rebuilding or remanufacturing parts can be used subject to approval.

Repair Requirements:

1. All work is to be completed within two (2) working days upon delivery of the vehicle. Any extensions at this time must have prior approval.
2. If more than one vehicle is being repaired at the same time, then the turnaround time shall mean two (2) working days, per vehicle.
3. Preventative maintenance services include but not limited to oil and filter changes, tire pressure, lights, belts, hoses, rear differential, brakes and tier rotation.

Work Performance:

1. The work will include all mechanical repairs typically performed on passenger vehicles used as police vehicles.
2. This repair service will include repairs, replacements, adjustments and/or overhaul of minor and major components.
3. Vehicle repair service refers to mechanical repairs and does not include any type of body repair.

Repairs:

Repairs performed on vehicles which are not covered by an applicable current flat rate, an estimate of the number of hours required to perform the service shall be supplied by the contractor at the time the vehicle(s) covered by this contract are entered into the shop. No work is to be performed without the approval of the City Administrator, Chief of Police of his/her designee or Purchase Order. When the estimate cost of repair appears unreasonable in view of price/cost experience and other prevailing estimate, the City reserves the right to obtain services on the open market.

Formula for lowest/responsible bidder: oil change price x 10, hourly rate x 8 and tire mounting and balancing x 10.

Section 4 Required Documents to be Submitted with Bid/Proposal

BID DOCUMENT SUBMISSTION CHECKLIST

Name of Project: ***Vehicle Maintenance and Repairs #IFB 26-001***

			(Bidders' Initials)
	X	Bid Document Check List	
	X	**Proposal Page(s)**	
	X	**Acknowledgment of Receipt of Addenda (If Applicable)**	
	X	Hold Harmless	
	X	**Stockholder Disclosure Certification (form must be notarized)**	
	X	Non-Collusion Affidavit (form must be notarized)	
	X	Bidder's Affidavit (this form must be notarized)	
	X	**List of Subcontractors (form must be notarized)**	
	X	Disclosure of Investment Activities in Iran	
	X	Affirmative Action Compliance Notice	
	X	Disclosure Statement	
	X	Right to Extend	
	X	5 References	
	X	W-9	
	X	Business Registration Certificate	
	X	Proof of General and Automobile Liability Insurance	
	X	All required certifications, licenses, and business permit information (If Applicable)	
	X	***BIDDERS MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF ALL REQUIRED DOCUMENTS***	

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE SUBMISSION REQUIREMENTS DETAILED HEREIN AND HAS SUBMITTED THE DOCUMENTS LISTED ABOVE.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____ Date: _____

Print Name & Title: _____

Note: Failure to include notarized Stockholder Disclosure Certification, List of Subcontractors and Acknowledgment of the receipt of Addenda (if any) with your bid/proposal, will be deemed a fatal, non-curable defect.

Name of Bidder:_____

The undersigned having familiarized (himself / herself / themselves) with the Specifications, (including but not limited to the following: Notice to Bidders, this Bid, the Form of Non-Collusion Affidavit, as prepared by the City of Absecon hereby proposes to furnish all necessary labor, materials and equipment for Vehicle Maintenance and Repairs.

Preventative Maintenance Services

	1st Year	2nd Year	3rd Year
Oil Change (convectional oil)	$_____	$_____	$_____
Oil Change (synthetic blend)	$_____	$_____	$_____
Oil Change Deisel	$_____	$_____	$_____
Oil Filter Replacement	$_____	$_____	$_____
Fuel Filter Replacement	$_____	$_____	$_____
Air Filter Replacement	$_____	$_____	$_____
Cabin Air Filter Replacement	$_____	$_____	$_____
Transmission Filter Replacement	$_____	$_____	$_____
Grease and Lubrication Services	$_____	$_____	$_____
Fluid Level Inspections and Top-Offs	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Fluid Services

	1st Year	2nd Year	3rd Year
Engine Oil Replacement	$_____	$_____	$_____
Transmission Fluid Service	$_____	$_____	$_____
Power Steering Fluid Service	$_____	$_____	$_____
Brake Fluid Flush	$_____	$_____	$_____
Coolant Flush and Replacement	$_____	$_____	$_____
Windshield Washer Fluid Refill	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Tire Services

	1st Year	2nd Year	3rd Year
Tire Inspection	$_____	$_____	$_____
Tire Rotation	$_____	$_____	$_____
Tire Mounting and Balancing	$_____	$_____	$_____
Tire Repair	$_____	$_____	$_____
Tire Replacement	$_____	$_____	$_____
Tire Pressure Monitoring System (TPMS)	$_____	$_____	$_____
Wheel Alignment	$_____	$_____	$_____
Axel Replacement	$_____	$_____	$_____
Tire Disposal Fee	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Brake Services

	1st Year	2nd Year	3rd Year
Brake Inspections	$_____	$_____	$_____
Brake Pad Replacement	$_____	$_____	$_____
Brake Shoe Replacement	$_____	$_____	$_____
Brake Rotor Replacement	$_____	$_____	$_____
Brake Drum Replacement	$_____	$_____	$_____
Brake Caliper Replacement	$_____	$_____	$_____
Hydraulic Brake System Repairs	$_____	$_____	$_____
ABS Diagnostic and Repairs	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Engine Services

	1st Year	2nd Year	3rd Year
Engine Diagnostics	$_____	$_____	$_____
Tune-Up	$_____	$_____	$_____
Spark Plug Replacement	$_____	$_____	$_____
Ignition System Repairs	$_____	$_____	$_____
Timing Belt Replacement	$_____	$_____	$_____
Valve Cover Gasket Replacement	$_____	$_____	$_____
Engine Repair and Overhaul	$_____	$_____	$_____
Starter	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Cooling System Services

	1st Year	2nd Year	3rd Year
Radiator repair and replacement	$_____	$_____	$_____
Thermostat replacement	$_____	$_____	$_____
Water pump replacement	$_____	$_____	$_____
Cooling system pressure testing	$_____	$_____	$_____
Heater core repairs	$_____	$_____	$_____
Cooling hose replacement	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Electrical Services

	1st Year	2nd Year	3rd Year
Battery testing and replacement	$_____	$_____	$_____
Alternator replacement	$_____	$_____	$_____
Starter replacement	$_____	$_____	$_____
Wiring repairs	$_____	$_____	$_____
Fuse replacement	$_____	$_____	$_____
Lighting repairs	$_____	$_____	$_____
Diagnostic testing	$_____	$_____	$_____
Computer system troubleshooting	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Steering and Suspension

	1st Year	2nd Year	3rd Year
Shock absorber replacement	$_____	$_____	$_____
Strut replacement	$_____	$_____	$_____
Ball joint replacement	$_____	$_____	$_____
Tie rod replacement	$_____	$_____	$_____
Control arm replacement	$_____	$_____	$_____
Power steering system repairs	$_____	$_____	$_____
Suspension diagnostics and repairs	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

HVAC Services

	1st Year	2nd Year	3rd Year
Air conditioning diagnostics	$_____	$_____	$_____
A/C recharge	$_____	$_____	$_____
Compressor replacement	$_____	$_____	$_____
Heater repairs	$_____	$_____	$_____
Blower motor replacement	$_____	$_____	$_____
Climate control system repairs	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

Exhaust System Services

	1st Year	2nd Year	3rd Year
Muffler replacement	$_____	$_____	$_____
Exhaust pipe repair	$_____	$_____	$_____
Catalytic converter replacement	$_____	$_____	$_____
Emissions system diagnostics	$_____	$_____	$_____
Hourly Rate outside of fixed prices	$_____	$_____	$_____

(Corporate)
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

CITY OF ABSECON

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

Signature: _____

Print name: _____
City of Absecon

Exceptions

All exceptions or deviations must be noted in detail by the bidder in writing. **If the exception/deviation is deemed to not be "equal to" or "to exceed" the specified item, by the City , the bidder will be held to the original specification at no change in cost.** Submitting product brochures is not an acceptable claim of equivalent.

(IF ***NONE***, PLEASE STATE)

USE ADDITIONAL SHEET IF NECESSARY

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law,_____ shall indemnify, save harmless and defend the City of Absecon, its appointed officials, its employees, agents, volunteers and others from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have be caused in any manner by a defect in any equipment or materials supplied under this contract or by the negligent performance of any work under this contract, including all suits or actions of every kind or description brought against the City of Absecon, either individually or jointly with _____ for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the negligent performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in safeguarding the work area, or through any negligent act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of _____ its employees, subcontractors or agents or others under, _____ contract.

By: _____

Contractor

_____

Attest

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____

(Affiant)

_____

(Print name & title of affiant)

(Corporate Seal)

End of Stockholder Disclosure Certificate

NON COLLUSION AFFIDAVIT

State of New Jersey
County of _____

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 the Proposal for the bid entitled

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

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 City of Absecon relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

Subscribed and sworn to

before me this day

_____
Signature

_____, 2_____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires_____

(Seal)

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal or Bid)

State of New Jersey

County of_____

being duly sworn, deposes and says that he/she resides at

_____that he/she is the

_____who signed the
(give title)

above Proposal or Bid, that he/she was duly authorized to sign and that the Proposal or Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his/her knowledge and belief.

Subscribed and sworn to before me at

this_____day of_____ 20____

_____

Signature of Bidder (Seal)

Notary Public

My Commission Expires

List of Subcontractors

Please fill out in totality to avoid automatic rejection of bid. In the event any of the below categories are not applicable, please indicate so by inserting "N/A".

I, or we_____

(Name of Company)

In compliance with Section 16 of P.L. 1971, c. 198 (C.40A:11-16), as amended by P.L. 1997, c 408 adopted January 19, 1998, hereby certify that I/we will employ the following subcontractors for this project:

Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	
Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	

Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	
Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	

In the event any of the above categories are not applicable, please indicate so by inserting "N/A". Failure to complete this form will result in a disqualification of the bid.

_____

(Contracting Company Name)

By:_____ (Seal)

Print name:_____

Title:_____

End of List of Subcontractors

CITY OF ABSECON

PROHIBITED IRAN INVESTMENT ACTIVITIES DISCLOSURE

Bidder: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

◯ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

◯ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2:
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Absecon and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and 17:27.

The successful bidder shall submit to the City of Absecon, after the notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the City of Absecon to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the City of Absecon during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the City of Absecon, and the vendor retains the vendor copy.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-36 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. 10:5-36 and N.J.A.C. 17:27.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

DISCLOSURE STATEMENT

I warrant that no Director, Officer or Employee of our company has a family member employed by or affiliated with the City of Absecon.

Name of Bidder:_____

By authorized Representative:

Signature:_____

Print Name and Title:_____

Date:_____

Please list five (5) references of recent customers who can verify the quality of service your company provides.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Customer_____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

_____

REFERENCE TWO

Government/Customer_____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

_____

REFERENCE THREE

Government/Customer_____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Amount of Contract _____

Scope of Work: _____

_____

REFERENCE FOUR

Government/Customer_____

Address: _____

Contact Person and Title: _____

Phone: _____Fax:_____

Contract Period: _____Amount of Contract_____

Scope of Work: _____

_____

REFERENCE FIVE

Government/Customer_____

Address: _____

Contact Person and Title: _____

Phone: _____Fax:_____

Contract Period: _____Amount of Contract_____

Scope of Work: _____

_____

RIGHT TO EXTEND – TIME OF AWARD

The City of Absecon is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Absecon require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the City of Absecon, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

Name of Bidder:_____

By authorized Representative:

Signature:_____

Print Name and Title:_____

Date:_____

Type of Product or Service Offered:_____

_____