

NOTICE TO BIDDERS

NOTICE IS HERE BY GIVEN, that sealed Bids will be received by the Board of Commissioners of the City of Union City, County of Hudson, State of New Jersey on **June 20, 2017 at 10:30 a.m.** prevailing time in the City Clerk's Office, second floor, 3715 Palisade Avenue, Union City, New Jersey, 07087 at which time and place the bids will be opened and read in public for:

Four (4) 2018 Harley Davidson Road King Police Model Motorcycles (FLHP) in solid luxury blue or equal

Bid information may be obtained at the City Clerk's Office, City Hall, Second Floor, 3715 Palisade Avenue, Union City, New Jersey 07087 during regular business hours of 9:00 am to 4:00 pm.

Each bid must be enclosed in a sealed envelope bearing the name and address of the bidder. The bid must be addressed to the City of Union City and plainly marked

Police Motorcycle Bid

The Board of Commissioners reserves the right to reject any and all bids and to waive any information and bids. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

BY ORDER OF:

Erin Knoedler, Deputy City Clerk

TABLE OF CONTENTS

Description	Page (s)
Instructions and Requirements.....	3-7
Bid and Descriptions.....	8-10
Affirmative Action Affidavit	11-12
Affirmative Action Compliance Notice.....	13
Stockholder Disclosure Certification	14
Non-Collusion Affidavit.....	15
Affidavit Indicating Not Disbarred, Suspended and Disqualified	16
Hold Harmless Agreement.....	17
Bidder Capability Affidavit	18
Iran Disclosure Form	19
Bidders Check List.....	20

INSTRUCTIONS AND REQUIREMENTS

1. The intent of this bid is for the City of Union City to award a single or multiple contracts for the purchase of **Four (4) 2018 Harley Davidson Road King Police Model Motorcycles or equal in solid luxury blue.** The successful bidder(s) shall service the City of Union City for the term of the contract as a priority customer.
2. All bids must be submitted in ink or typewritten only. No bids will be accepted in pencil or other non-permanent marking.
3. The bid (cover) sheet must be signed by a company official in order to be accepted by the City of Union City as a valid bid.
4. A statement must be submitted setting forth the names and addresses of all the stockholders in the corporation who own ten (10) percent or more of its stock of any class, or all individual partners in the partnership who own a ten (10) percent or greater interest therein. If this does not apply, the bidder must then sign at the bottom of the page. The corporation / partnership statement form is attached as a part of this bid package. Failure to meet this requirement will result in bid rejection.
5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, except as may be required by N.J.S.A. 40A:11-23.3, nor can any changes in price or other details be made by letter, telegram or verbal statement.
6. Should the bidder wish to offer an equivalent item to those specified herein, they must do so on company letterhead attached to the formal bid. The bidder must establish equivalency and submit documentation establishing the equivalency of the proposed items. The City's determination as the equivalency shall be final. If no equivalent item is proposed, the bidder shall supply all products and services exactly as specified. The bidder should, however, note on the Bid Form that exceptions are attached.
7. All goods and services are subject to examination by the City. The City reserves the right to reject any and all goods or services which, in the City's judgement, are defective or which do not meet the specifications. The City will not pay for such defective goods.
8. Payment for products and services will be made upon completion and acceptance of the work or supplying of the items by the Board of Commissioners and payment will be made within thirty (30) days of receipt of a properly certified and tabulated City of Union City payment voucher. Bid amounts will be broken down by budget year, and paid annually when invoiced.
9. The Board of Commissioners reserves the right to award this bid in whole or in part, or to award multiple contracts based upon the unit prices bid.
10. The City reserves the right to reject any or all bids and award the bid to the lowest responsible bidders, as permitted by law.
11. All products supplied must be new and all product warranties shall be transferable to the City. All work or services must be completed in a workmanlike manner using industry

standard materials and must be completed in a timely fashion.

12. The successful bidder will be responsible for beginning the work immediately after receiving notice by the City of Union City that a contract has been awarded. All items must be supplied within THREE WEEKS of placing an order.
13. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside of the envelope:

Police Motorcycle Bid

14. Any questions regarding the technical portion of this bid should be referred to Mike Robinson of the Purchasing Department. All formal requests are to be made in writing.
15. During the performance of this contract (Affirmative Action):
 - (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that the said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.
 - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127. as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.
16. The City of Union City normally awards contracts or rejects all bids within an approximate 30-day time frame, but in no case in more than 60-days. Exceptions to this schedule would be in accordance with N.J.S.A. 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All bidders are advised of this schedule since bids must be firm when bid and must remain so for 60 days or longer if otherwise agreed to by the City and the bidder.
17. The successful bidder will be required to execute a purchase order contract which will include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be included in the purchase order contract documents, nor will any form of contract submitted by the successful bidder be accepted by the City of Union City in lieu of the City's form of contract.
18. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and / or to any other person, company or corporation without the prior written consent of the Board of Commissioners of the City.

19. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in their employ to a City Property including but not limited to Buildings, Business Personal Property, Vehicles and Equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project. In case of failure on the part of the Contractor to restore or repair such property in the manner satisfactory to the owner, the City may, upon 48-hour notice to the Contractor, proceed to make such repairs or restore such property, that in it's judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this contract.
20. INSURANCE REQUIREMENTS:
- (a) The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the City of Union City from liability.
 - (b) Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation; Part Two - Statutory
- II. Comprehensive General Liability:
 - A. Minimum limits: \$1,000,000.00;
Combined Single Limit Coverage to include:
 - Premise/Operations;
 - Independent Contractors;
 - Product/Completed Operations;
 - Contractual;
 - Personal Injury;
 - Broad Form Property Damage;
 - City of Union City as additional insured.
 - B. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Union City.

The certificate of insurance shall designate the City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the City of Union City.

The Contractor agrees to indemnify and hold harmless the City of Union City, and Board of Commissioners of the City of Union City, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including reasonable attorneys' fees to which the City of Union City maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, breach of contract, or by or in consequence of any neglect or omission on the part of the Contractor whether intentional or unintentional, or in the absence thereof, by anyone directly or indirectly employed by the Contractor, and for whom the Contractor is liable or responsible.

The Contractor shall hold the City of Union City harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

The bidder is directed to provide a copy of the insurance requirements as described in item 19 to their insurance broker to determine that this requirement can be satisfied. A contract will not be awarded until proof of the aforementioned insurance requirements in a form of an insurance certificate is submitted after the bid opening and before the award of the contract.

The successful bidder shall be required to execute the form of hold harmless agreement included with the bid specifications.

21. Bids may be forwarded through the mail, however, the City of Union City will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the City Clerk on the hour and at the specific room and place designated.
22. The successful bidder whose bid is accepted will be held responsible for any loss or error arising from their failure or misunderstanding of the requirements listed in the specifications.
23. The successful bidder will provide all the necessary tools and equipment required to start and complete the job.
24. Bidders shall sign Exhibit A regarding affirmative action requirements for procurement, professional and service contracts. The successful bidder shall be responsible for providing a valid employee information report or completing an AA-302 form within ten (10) days of a contract award. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
25. Bidders shall sign the attached Non-Collusion Affidavit.
26. The Contractor, by submitting a bid, attests to the fact that neither he or she, his or her

company, nor any sub-contractors are prohibited from receiving the award under N.J.S.A. 34:11-56.38 (regarding State of New Jersey list of debarred contractors and sub-contractors) and shall assign the attached affidavit indicating same.

27. Equal or tied bids. The City of Union City reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems fair and in the best interest of the City of Union City.
28. The total costs of all services provided pursuant to the terms of the Contract Documents shall not exceed the original contract price, except that the City of Union City reserves the right to increase or decrease the maximum amount of said contract and reduce or increase the contract price proportionately to the amount of services/equipment reduced. This is a unit price contract. The total value of the contract shall be based on the number and types of units ordered by the City.
29. Whenever possible, contractor will use manufactured products of the United States. Items of foreign origin must be so indicated. Contractor's signature on the Bid will be taken as its certification that all manufactured articles, materials, supplies, not so indicated, have been made or produced in the United States.
30. Prior to award of the Contract, Bidder must include a copy of the State of New Jersey Business Registration Certificate, as required by New Jersey P.L. 2001, Chapter 134. Such certificate shall have been issued as of the date and time of the bid opening.
31. All items to be bid which refer to specific brand names shall be read to include "or equivalent" equipment and uniforms.
32. Iran Disclosure – Bidders shall submit the attached Disclosure of Investment Activities in Iran from within the time required by law.
33. Pursuant to N.J.A.C. 17:44-2.2, the successful Bidder shall maintain all documentation related to products, transactions or services under the 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 State Comptroller and the City upon request.

PROPOSAL

To the Board of Commissioners of the City of Union City:

RE: Harley Davidson Road King Police Model Motorcycles (FLHP) or equal

Quantity: 4
Color: Solid Luxury Blue
Size:
Description: Harley Davidson Road King Police Model Motorcycle or Equal

Price PER MOTORCYCLE Bid: \$ _____

TOTAL PRICE FOR FOUR (4) MOTORCYCLES \$ _____

Total Price: \$ _____

In Words: \$ _____

The City of Union City reserves the right to award this contract to One (1) Vendor or to Multiple Vendors, whichever is in the best interest of the City of Union City, based upon the unit prices indicated in bidder's bid.

Respectfully Submitted,

Signature

Print Name and Title

Company Name

Company Phone Number

Company Address

Company Fax Number

City, State, Zip

Federal Tax Identification Number

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Bid, hereby certify that under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said bid on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

Signature

Prices quoted shall be firm, net exclusive of all use, sales and excise taxes AND must include all transportation, delivery and unloading costs, fully prepaid, FOB destination - City of Union City, New Jersey, 3715 Palisade Avenue Union City, New Jersey 07087,

The Registered Federal Excise Number for the City of Union City is IRS 22-600-2354

EXHIBIT A

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

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, sex, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance and EEO Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color,

EXHIBIT A
(continued)

national origin, ancestry, marital status, sex, affectional or sexual orientation, 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. 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, sex, affectional or sexual orientation, 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office 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 Contract Compliance and EEO Office for conducting a compliance investigation pursuant to *Subchapter 10 of the Administrative Code (NJAC 17:27)*.

Company Name:

Signature:

Print Name and Title:

Date:

Phone Number:

AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

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 N.J.A.C. 17:27.

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

- (a) *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

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

OR

- (c) *A photocopy of an Employee Information Report (Form AA302) 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.*

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit 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 public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY:

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, if one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporation stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or nor a stockholder or partner owns less than 10% of the business submitting the bid.

Date:

LEGAL NAME OF BIDDER: _____

Check which business entity the bidder is:

Complete if the bidder is one of three 3 types of Corporations:

Limited Liability Corporation _____

Date Incorporated:

Subchapter S Corporation _____

Where Incorporated:

Partnership _____

Note: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.

Limited Partnership _____

Limited Liability Partnership _____

Sole Proprietorship _____

BUSINESS ADDRESS:

SIGNATURE

DATE

Street Address

City State Zip

Telephone Number

Fax Number

Listed below are the names and addresses of all stockholders or individuals who own ten (10%) percent or more of its stock of any classes, or who own ten (10%) percent or greater interest therein.

Name Address

Name Address

BIDDER'S AFFIDAVIT INDICATING THEY ARE
NOT DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY
CITY OF UNION CITY COUNTY OF HUDSON

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

I am _____, an officer of the firm of Bid for the above named work, and that I executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasury, Division of Property Management & Construction List of Debarred, Suspended and Disqualified bidders and that all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the City relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the City shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Contractor (Type or Print)

Signature & Title

Name of Affiant (Type or Print)

Subscribed and Sworn before me this _____ day of _____, 2017.

Notary Public

**CITY OF UNION CITY
HUDSON COUNTY, NEW JERSEY
HOLD HARMLESS AGREEMENT**

FOR

Police Motorcycles

BETWEEN:

The City of Union City
3715 Palisade Avenue
Union City, NJ 07057

AND:

Contractor:
Address:
Telephone:
Fax Numbers:

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the City of Union City.
2. The Contractor agrees to indemnify and hold harmless the City, Commissioners of the City of Union City, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including reasonable attorney's fees to which the City may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the negligent performance of the Contractor's operations under this Contract, or by or in consequence of any omission of the part of the Contractor in the performance of operations under this Contract, whether intentional or unintentional, by the Contractor or anyone directly or indirectly employed by the Contractor, for whom the Contractor is liable.
3. The Contractor shall hold the City of Union City harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Union City as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.00.

Signed this ___ day of _____, 2017.

As the binding act in deed of:

Name of Organization: _____

Authorized signature and title

Witness's Signature

Print Authorized name and title

Print Witness's Name

BIDDER CAPABILITY AFFIDAVIT

1. Location:

2. Number of employees (full-time and part-time):

3. Type of equipment present:

4. List current customers with contracts similar to the City's, including a contact name and telephone number:

As President, I certify that _____ has the personnel, equipment, supplies, experience, training and ability and our facility is capable of servicing the City with the procedures specified in the bid specification.

Name (type) of President

Signature

Telephone Number

Fax Number

Print Witness Name

Witness Signature

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number:

Bidder/Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or 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 non-responsive.** If the Director finds a person or entity to be in violation of law, s/he 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 N.J. 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 non-responsive 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 outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeror	Delete
Description of Activities		
Duration of Engagement	Anticipated Cessation Date	
Bidder/Offeror Contact Name	Contact Phone Number	

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and 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 information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

4843-8639-5209, v. 1

Signature: _____

Do Not Enter PIN as a Signature

Title: _____

Date: _____

CITY OF UNION CITY
UNION CITY, NEW JERSEY 07087
REQUEST FOR BID CHECK LIST

THE FOLLOWING LISTED ITEMS MUST ACCOMPANY THIS BID UNLESS NOTED OTHERWISE IN THE INSTRUCTIONS AND REQUIREMENTS: *THIS FORM IS FOR YOUR INTERNAL USE ONLY.*

1. Bid form and completed Bid Specifications
2. Disclosure statement properly notarized listing Stockholders or partners owning ten Percent (10%) or more of corporation or partnership stock
3. Non-Collusion Affidavit properly notarized
4. Affirmative Action Affidavit
5. Affirmative Action Compliance Notice
6. Affidavit of Disbarment, Suspension and Disqualification
7. Hold Harmless Agreement
8. Bidder Capability Affidavit
9. State of New Jersey Business Registration Certificate
10. Disclosure of Investment Activities in Iran

The undersigned hereby acknowledges the above listed requirements:

Authorized signature and tile

Print Authorized name and tile

Witness's Signature

Print Witness's Name

ATTENTION: Bidders cannot submit their own form of disclosure statement or Non-collusion Affidavit. Use only the forms supplied or bid may be rejected.