

**TOWNSHIP OF BERKELEY
627 PINEWALD –KESWICK ROAD
P.O. BOX “B”
BAYVILLE, NJ 08721
(732) 244-7400
(732) 736-1747 (FAX)**

BID # 2016-0109

**SPECIFICATIONS FOR:
PETERBILT TRUCK PARTS
2017/2018 TWO YEAR CONTRACT**

RELEASE DATE: NOVEMBER 17, 2016

TOWNSHIP OF BERKELEY

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the : **Peterbilt Truck Parts, 2017/2018 Two Year Contract** will be opened and read in public at the Berkeley Township Municipal Building, 627 Pinewald Keswick Road on **December 8, 2016 at 10:10AM**. Bids are available from the Purchasing Agent at the Municipal Building from 9:00 a.m. to 4:00 p.m., Monday through Friday, OR you may fax your request to (732) 736-1747. 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.

Full name and address of bidder must be included on bid bond. The Township of Berkeley reserves the right to reject any and all bids and to waive informalities as the interest of the Township of Berkeley may require. The Township of Berkeley is not responsible for loss or destruction of any bids mailed or delivered to the Purchasing Agent prior to the time set for bid opening.

GERD TROMMER
BERKELEY TOWNSHIP PURCHASING AGENT

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Purchasing Agent, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. In accordance with 40A:11-23, the municipality is prohibited from receiving bids on Mondays or any day directly following a State or Federal holiday.
- C. Sealed bids will be received at the Berkeley Township Municipal Building, 627 Pinewald-Keswick Road, Bayville, New Jersey on **December 8, 2016** as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- D. The bid shall be submitted in a sealed envelope: (1) addressed to the “Purchasing Agent”, (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 .
- E. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- F. Sealed bids forwarded to the owner 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.
- G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. 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.

I. 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.

J. Bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the bidders responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

II. BID SECURITY AND BONDING REQUIREMENTS

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

A. BID GUARANTEE

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

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.

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.

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 owner, 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 owner. 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 owner 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 owner'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 owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner 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 owner of the extended totals shall govern.

E. Pre-Bid Conference

A Pre-Bid Conference is not required for this bid.

- A pre-bid conference for this proposal will be held on _____.
Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

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 owner 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 owner 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 ■ shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

- 1. Worker's Compensation Insurance

Workers 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.

- 2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$500,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$500,000 any one person and \$1,000,000 any one accident for bodily injury and \$500,000 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 owner as an additional insured.

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

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, 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 owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner 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 owner. 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 or Exhibit B 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 owner 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) be registered on the date of the bid submission and, therefore, it is requested that each contractor submit proof of business registration with the 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 MARKED, 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. 34:51 et seq., and N.J.A.C 5:89-5 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 owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/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 sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(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/lse/lspubcon.html.

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

■ H. NON-COLLUSION AFFIDAVIT

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

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 owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the reasons listed below, including but not limited to:

- 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 owner 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 owner 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 owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner 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 owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner 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 owner under this provision.
- D. In case of default by the contractor, the owner 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 owner 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 owner(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 Owner.
- 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 owner.

H. The owner 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 Owner’s authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner’s policy and procedures.

XII. DELIVERY

Goods and/or services required under these specifications shall be delivered to:

TOWNSHIP OF BERKELEY
DEPARTMENT OF PUBLIC WORKS
630 PINEWALD KESWICK ROAD
BAYVILLE, NJ 08721

Delivery shall take place no later than 120 working days from the date of bid award. The Method for passing title and control of goods shall be “F.O.B. destination, freight prepaid”. That is, the contractor retains title, selects the carrier and is responsible for the risk of Transportation. The contractor bears all freight charges. Title passes to the Township only Upon delivery and acceptance by the Township.

LIQUIDATED DAMAGES

In case the contractor shall fail to fully, entirely and in conformity to the provisions and Conditions of this agreement, perform and complete the said work and each and every part And appurtenances thereof, within the time herein before limited for such performance and completion or within such further time as, in accordance with the provision of this agreement shall be fixed or allowed for such performance and completion, the contractor shall and will pay to the owner for each and every calendar day that he shall be in default, the sum in the following schedule which said sum per day is agreed upon, fixed and determined by the parties hereto to be liquidated damages, not a penalty:

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
\$5,000 OR LESS	\$ 40.00
MORE THAN \$5,000 & LESS THAN \$10,000	60.00
MORE THAN \$10,000 & LESS THAN \$25,000	80.00
MORE THAN \$25,000 & LESS THAN \$50,000	100.00
MORE THAN \$50,000 & LESS THAN \$100,000	120.00
MORE THAN \$100,000 & LESS THAN \$250,000	160.00
MORE THAN \$250,000 & LESS THAN \$500,000	200.00
MORE THAN \$500,000 & LESS THAN \$1,000,000	250.00
MORE THAN \$1,000,000	500.00

In addition, the delinquent contractor shall be responsible for inspection costs incurred by the Township as a result of such delinquency.

BID PROPOSAL FORM

The undersigned proposes to furnish and deliver the goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

TOWNSHIP OF BERKELEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
This Statement Must Be Included with Bid Submission
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: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Must 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.

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 ____.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT
This Statement Must Be Included with Bid Submission

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of,
being duly sworn according to law on my oath depose and say that:

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

_____ the bidder making this Proposal for the bid

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

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

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)

TECHNICAL SPECIFICATIONS AND PROPOSAL FORM

PETERBILT TRUCK PARTS					
VND CODE	PART NUMBER	QTY	UNIT PRICE	TOTAL PRICE	DESCRIPTION
PB	24511	1			Clamp-Exhaust
PB	24511	1			Clamp-Exhaust
PB	24511	2			Clamp-Exhaust
PB	35066	2			Seal
PB	47697	2			Seal
PB	76657	1			Pipe-Exhaust flex
PB	128049	1			nut-forward input
PB	129035	1			Switch-diff lock
PB	144455	1			Sener-temperature
PB	210737	1			Seal
PB	597915	2			Key-blank
PB	806526	2			Camshaft
PB	806527	1			Camshaft
PB	810213	4			Kit-brake
PB	810521	8			Shoe-brake assy
PB	811525	1			Kit-king pin
PB	811525	1			Kit-king pin
PB	811525	1			Kit-kingpin
PB	813865	1			Arm-steering
PB	817017	4			Spring-release
PB	818419	1			Knuckle-steering
PB	819172	1			Bracket assy-gussett
PB	819172	2			Bracket assy-gussett
PB	819173	1			Bracket assy-gussett
PB	820588	2			Key
PB	821205	2			Nut
PB	994353	1			Horton Kit
PB	994985	1			Super Kit
PB	994985	1			Super Kit
CT	1316645	1			Hose
CT	2030351	1			Elbow-air
CT	2246361	1			Seal-press
CT	2275075	1			Seal-press
CT	2337654	1			Gasket
CT	2398144	1			Hose-water
CT	2402767	1			Gasket
CT	2477133	1			Regulator
CT	2484841	1			Clamp-V-band
DD	8929169	4			Washer

DD	8929285	1		Gasket
DD	11506101	4		Nut
DD	11506101	4		Nut
DD	23507438	4		Stud-Exhaust
DD	23507438	4		Stud-Exhaust
PB	01-4813-81	2		Switch-turn signal
PB	02-02737	2		Absorber-shock
PB	05-19996	1		Tube-dipstick
PB	05-20167	1		Dipstick-transmission
PB	07-06306	1		Pipe-water
PB	08017-000	8		Nut-top pad
PB	08017-000	8		Nut-toppad
PB	10-02676	1		Cylinder-p/s assist
PB	1010-1	1		Clamp
PB	11-03503	2		Bracket-step fuel
PB	11-03942-0550	1		Step-fuel tank
PB	11-03942-0600	1		Step-fuel tank
PB	11-04006-0550	1		Step-fuel tank
PB	11-04006-0600	1		Step-fuel tank
PB	11-04550-001	1		Strap assy
PB	11-04550-001	1		Strap assy
PB	121-0001-000	1		Knob w/insert
PB	14-12294-1175	1		Pipe-Exhaust
PB	14-13040-0150	1		Pipe-exhaust 90 deg
PB	14-13410	1		Pipe-exhaust 20 deg
PB	14-14429R	1		Pipe -exhaust
PB	14-14429R	1		Pipe-exhaust
PB	14-14460-0215	1		Pipe-exhaust
PB	14-14479	1		Pipe-exhaust
PB	14-15085	1		Pipe-exhaust offset
PB	14-15151	1		Pipe-exhasut offset
PB	14-15218	1		Pipe-exhaust 90 deg
PB	14-15218	1		Pipe- exhasut 90 deg
PB	14-15318	1		Pipe-exhaust
PB	14-15497	1		Pipe-exhaust 7.6 deg
PB	14-15497	1		Pipe-exhaust 7.6 deg
PB	14-15503	1		Pipe-exhaust
PB	14-15503	1		Pipe-exhaust
PB	14-15592	1		Pipe-exhaust
PB	14-15592	1		Pipe-exhaust
PB	15-05181R	1		Skirt rh fender
PB	15-06098M004	1		Box-battery
PB	15-06179M001	1		Cover-batt box
PB	15-06399E0200000	1		Bumper-steel
PB	15-06648M001	1		Cover-batt box

CT	1S7057	1		Gasket
CT	1W2431	1		Clamp
PB	20-08179L	1		Handle-door
PB	220TR129-2	1		Crosstube assy
PB	220TR129-2	1		Crosstube assy
PB	22962-006	16		Washer
PB	22962-006	16		Washer
PB	29828-023	2		Kit-spring mounting
PB	29828-034L	2		Kit-spring mounting
PB	30550-001	8		Bolt-top pad
PB	30550-006	8		Bolt-top pad
PB	314146ETN	2		Kit-minor overhaul
PB	314146ETN	2		Kit-minor overhaul
GU	3600AX	16		Brake drum
GU	3600AX	4		Brake drum
GU	3600AX	4		Brake drum
GU	3600AX	16		Brake drum
GU	3687X	2		Brake drum
GU	3721AX	2		Brake drum
CT	3D28284	1		Seal
CT	3K0360	1		Seal
CT	3P1156	2		Seal- o ring
CT	3S9643	1		Seal
PB	43764CHR	2		Seal-oil
PB	43764CHR	2		Seal -oil
PB	44643-009L	1		Crosstube - spring
PB	45121-000	2		Spring assy
PB	45322-000	2		Spring
PB	4735-44003-12	1		Blade - fan
PB	50-18S	1		Tubing -flex
PB	50-18S	1		Tubing-flex
PB	50-24S	1		Tubing - flex
PB	50500-025	2		Beam
PB	50AS	2		Clamp
PB	50AS	2		Clamp
PB	50PLA	6		Clamp-exhaust
PB	50PLA	6		Clamp-exhaust
PB	50PLA	2		Clamp-exhaust
PB	50PLA	6		Clamp-exhaust
PB	50PLS	3		Clamp-exhaust
PB	50PLS	4		Clamp-exhaust
PB	50PLS	4		Clamp-exhasut
PB	50PLS	2		Clamp-exhasut
PB	75600-26	1		Switch-wiper/washer
CT	7C7431	1		Gasket

CT	7W2398	1		Gasket
PB	800617BXW	1		Brake valveKnuckle
PB	817246ETN	1		Filter - power steer
PB	87904M	6		Element - filter
PB	87972A	1		Seal - o -ring
CT	9M4849	1		Plug
CT	9S8002	1		Switch-stoplight
PB	BA2485	6		134a Refrigerant
LW	KR134	3		134a Refrigerant
PB	PS2828-15R114	1		Pump-power steering
PB	PS2828-15R114	1		Pump-power steering
PB	PS2828-15R114	1		Pump-power steering
PB	PS2828-15R114	1		Pump-power steering
PB	PS2828-15R114	1		Pump-power steering
PB	PS2828-15R114	1		Pump-power steering
PB	Q27-6006-005	1		Module-reduced func
DD	R23528065	1		Turbo
PB	R802686	1		Slack adjuster
PB	R802687	1		Slack adjuster
PB	R955338	1		Sensor-ABS
BW	RRK1443EPR20	2		Kit-brake
BW	RRK4707QSTD23	8		Kit-brake
BW	RRK4709E2STD23	4		Kit- brake
BW	RRK4709E2STD23	10		Kit-brake
BW	RRK4709E2STD23	12		Kit-brake
BW	RRK4709E2STD23	2		Kit-brake
BW	RRK4719E2420	2		Kit-brake
BW	RRK4725E2PR23	4		Kit-brake
BW	RRK4725E2PR23	2		Kit-brake
PB	S84-6006-001	1		Sealt belt-driver
PB	SB23030	12		Brake chamber 3030
PB	SET423TRB	2		Set-bearing
PB	SET424TRB	2		Set-bearing
PB	SZAW021R	30		Stud
PB	SZAW025R	10		Stud
DC	TAS65116AEXCH	1		Gear-steering
PB	TAS85052RMAN	1		Gear-steering
DO	V50-6005-086	1		Hose assy
PB	W1292	1		Exciter
DO	X004484	6		Clamp
DO	X00484	6		Clamp
	432687ORXCUM	5		Sensor-nitrogen O

**BERKELEY TOWNSHIP MAY ACCEPT BID ON A
UNIT PRICE, LINE ITEM AND/OR A LUMP SUM BASIS**

PLEASE USE THIS PAGE AS THE TOP SHEET OF YOUR BID PROPOSAL WHEN RETURNING SAME. THANK YOU.

This proposal is accompanied by bid security in accordance with the Conditions stated in the Invitation to Bid.

Certified check

The bid security in the form of bank cashier's check, is _____ bid bond
in the amount of:

_____ (\$_____)

payable to the TOWNSHIP OF BERKELEY

Full name and address of bidder must be included on bid bond.

The undersigned hereby agrees that if this proposal shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and as stated under the instructions to Bidders within the time specified, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.

AN INDIVIDUAL

The undersigned is A Partnership under the laws of the State of New Jersey.

A CORPORATION

of _____ having principal

offices at _____

Signature

Signature

Signature

Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Company _____

Signature _____

Title _____

Date _____

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

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

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

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

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

Company _____ Date _____

Signature _____ Title _____

**TOWNSHIP OF BERKELEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

NAME OF CONTRACTOR/BIDDER

PART 1: CERTIFICATION

CONTRACTORS/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 included in this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Township finds a person or entity to be in violation of law, it 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 contractor/bidder listed above nor any of the contractor's/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 I 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 contractor/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 requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet.

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

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 Township of Berkeley 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 Township to notify the Township 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 Township of Berkeley and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____ **SIGNATURE** _____

TITLE: _____ **DATE** _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE
Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Bank Markazi Iran (Central Bank of Iran)	22. Industrija Nafta (INA)
2. Bank Mellat	23. Kingdram PLC
3. Bank Melll Iran	24. Liquefied Natural Gas Limited
4. Bank Tejarat	25. Maire Tecnimont SpA
5. National Iranian Tanker Company (NITC)	26. Naftiran Intratrade Company (NICO)
6. Sameh Afzar Tajak Company (SATCO)	27. Oil and Natural Gas Corporation (ONGC)
7. Amona	28. Oil India Limited
8. Bank Saderat PLC	29. Panyu Chu Kong Steel Pipe Company, Ltd.
9. Bank Sepah	30. Persia International Bank
10. Belaz	31. PetroChina Company, Ltd.
11. Belneftkhim (Belarusneft)	32. Petroleos de Venezuela (PDVSA Petroleo, SA)
12. Bharat Petroleum Corporation Ltd.	33. Schwing America Inc.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)	34. Shandong FIN CNC Machine Company, Ltd.
14. China National Offshore Oil Corporation (CNOOC)	35. Shanghai Sunry Petroleum Equipment Company, Ltd.
15. China National Petroleum Corporation (CNPC)	36. Sinohydro
16. China National United Oil Corporation (ChinaOil)	37. SK Energy
17. China Petroleum & Chemical Corporation (Sinopec)	38. SKS Ventures
18. China Precision Machinery Import-Export Corp. (CPMIEC)	39. Som Petrol AS
19. Emirates National Oil Company	40. Sonangol
20. Grimley Smith Associates	41. Zhuhai Zhenrong Company
21. Indian Oil Corporation	

List Date: January 28, 2013

TOWNSHIP OF BERKELEY
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Certificate of Experience	
<input type="checkbox"/>	New Jersey Worker & Community Right to Know	
<input checked="" type="checkbox"/>	Receipt of Addenda	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Forms	
<input type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.