

# BID BOND

Bond No. 65037577

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Zoland Corp dba Aamco Transmissions  
1742-1748 John F. Kennedy Blvd, Jersey City, NJ 07305

As Principal, and

WESTERN SURETY COMPANY, 151 North Franklin, 17th Floor, Chicago, IL 60606

As Surety, is

Hereby held and firmly bound unto Jersey City Department of Public Works, 394 Central Ave.,  
3rd Floor, Jersey City, NJ 07307

As Owner, in the Penal Sum of Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars (10% NTE \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 21st day of April, 2020

The condition of the above obligation is such that whereas the Principal has submitted to Jersey City Department  
of Public Works, 394 Central Ave., 3rd Floor, Jersey City, NJ 07307

A certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the Light  
Automotive Repairs (Under 15,000 GVW)

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: Russ A Fuzgarrth  
Witness

BY: [Signature]  
Witness

BY: [Signature]  
Principal

WESTERN SURETY COMPANY

BY: [Signature], Attorney-in-Fact



**CONSENT TO SURETY**

Bond No. 65037577

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the WESTERN SURETY COMPANY

Organized and existing under the laws of the State of South Dakota and licensed to do business in the State of New Jersey certifies and agrees, that if contract for Jersey City Department of Public Works, 394 Central Ave., 3rd Floor, Jersey City, NJ 07307

For Light Automotive Repairs (Under 15,000 GVW)

Transmissions is awarded to Zoland Corp dba Aamco

The undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this 21st day of April, 2020

WESTERN SURETY COMPANY



**Attorney-in-Fact**

# Western Surety Company

Bond No. 65037577

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2019. The financial statements of Western Surety Company as of and for the year ended December 31, 2019 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

<b>Surety Company</b>	<b>Capital</b>	<b>Policyholders' Surplus (including Capital)</b>
Western Surety Company	\$4,000,000	\$1,567,441,217

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2019, is as follows:

<b>Surety Company</b>	<b>Underwriting Limitation</b>
Western Surety Company	\$153,381,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows:

(4) The amount of the bond to which this statement and certification is attached is \$10% NTE \$20,000.

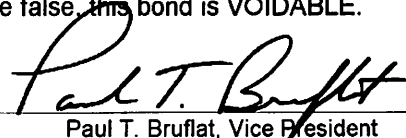
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A  
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

## CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

  
Paul T. Bruflat, Vice President

Date: April 21, 2020

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2019**

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
<b>Total Assets</b>	<b><u>\$ 2,101,389,646</u></b>

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2,905
Payable on security transactions	-
Other liabilities	97,836
<b>Total Liabilities</b>	<b><u>\$ 533,948,430</u></b>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,283,369,380</u>
Surplus as regards policyholders	<u>\$ 1,567,441,217</u>

**Total Liabilities and Capital** **\$ 2,101,389,646**

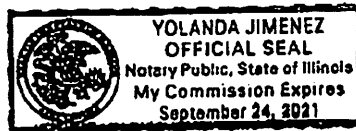
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By *Amy Smith*  
Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By *Yolanda Jimenez*  
Notary Public

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated in the Bid Form. **Bidder will bid on the maximum quantities.**

The City will use the grand total price calculated by using the maximum quantities stated for such items. The Contractor shall be paid based on actual quantities used, however, it shall not exceed the maximum quantities without prior issuance of a change order by the City.

**Labor : Light Automotive Repair ( I )**

Description	Unit of Measure	Estimated Number of Hours Annually (A)	Unit Cost (B)	Extended Cost ( C ) = A x B
Labor – Light Automotive Repair	Hourly Rate	3000	\$ 55.00	\$ 165,000.00

**Repair Parts and Materials (II)**

Description	Estimated Annual Materials Cost (A)	% Mark-Up (B)	Mark-up Cost ( C ) = A + ( A X B )
Repair Parts and Materials	\$100,000	25 %	\$ 125,000.00

**GRAND TOTAL: TOTAL LABOR COST (I) PLUS TOTAL REPAIR, PARTS AND MATERIALS (II)**

\$ Two Hundred and Ninety Thousand dollars and no cents  
 (In Writing)

\$ 290,000.00  
 (In Figures)

**BID FORM (continued)**

**NOTE: A bid must be entered for all items. The Failure to bid any one item will result in the automatic rejection of the bid at the bid reception**

- 1. THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**
- 2. BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN.**
- 3. ALL BIDDERS ARE REQUIRED TO SUBMIT A BID BOND OR CERTIFIED CHECK FOR 10% OF THE TOTAL BID AMOUNT NOT TO EXCEED \$20,000.00. A PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT.**
- 4. THE CITY OF JERSEY CITY WILL AWARD THE CONTRACT BASED ON THE GRAND TOTAL PRICE. FAILURE TO BID ON ANY ONE ITEM WILL RESULT IN THE REJECTION OF THE BID.**

<i>All Quotations Must Be Typewritten Or Written In Ink. Pencil Quotations Will Automatically Render Bid Informal. This Bid Must Be Accompanied by a Bond Or Certified Check For Ten (10%) Percent Of The Total Amount Of The Bid. Bond be From Surety Company Authorized To Do Business In The State Of New Jersey. (This Proposal Form Not Transferrable)</i>	
<b>COMPANY NAME:</b> Zoland Corp	<b>NAME:</b> Louis M Fizzarotti
<b>ADDRESS:</b> 1742 John F Kennedy Blvd	<b>ADDRESS:</b> 1107 Egret Ct
Jersey City NJ 07305	Forked River NJ 08731
<b>DATE:</b> 05/13/2020	

Contracts will be awarded to the lowest responsible bidder(s) based upon the grand total amount.

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

**SCHEDULE OF SUBMITTALS BY BIDDER**

<b><u>SUBMITTAL ITEM</u></b>	<b><u>TIME OF SUBMISSION</u></b>	<b><u>CONSEQUENCES OF NON COMPLIANCE</u></b>
1. Bidder's Acknowledgement of Addendum	With Bid Proposal	Bid Rejected
2. Bid Proposal	Time and Date of Bid Reception	Bid Rejected
3. Bid Guarantee	With Bid Proposal	Bill Rejected
4. Insurance Certificates	Prior to Execution of Contract by the Authority	Forfeiture of Bid Security
5. Non- Collusion Affidavit	With Bid Proposal or within 24 hours of Bid Reception	Bid May Be Rejected
6. Statement of Ownership Disclosure	With Bid Proposal	Bid Rejected
7. Mandatory Equal Employment Opportunity Language	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
8. Disclosure of Investment Activities in Iran	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
9. If first time doing business with Jersey City, submit copy of the completed & signed Certificate of Employee Information Report (AA-302 Form). If not the first time, submit the actual Certificate of Employee Information Report or Letter of Federal Approval	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
10. Americans with Disabilities Act	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
11. Supplier Diversity Bidder Questionnaire	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
12. New Jersey Business Registration Certificate	With Bid Proposal or prior to the Contract award	Bid May Be Rejected
13. Execution of Contract Agreement	Within 10 days of Authority Notice of Contract Award	Forfeiture of Bid Security

The Contractor shall provide all submittals required under this contract whether or not listed above.

**TITLE: LIGHT AUTOMOTIVE REPAIRS ( UNDER 15,000 GVW )**  
**FOR THE DEPARTMENT OF PUBLIC WORKS**

IN COMPLIANCE WITH YOUR INVITATION FOR BIDS DATED 05/19/20 \_\_\_\_\_ ,

2020, WE THE Contractor \_\_\_\_\_

UNDERSIGNED Zoland Corp \_\_\_\_\_

HEREBY DECLARE THAT WE HAVE CAREFULLY EXAMINED THE PROJECT AND ALL OTHER MATTERS PERTAINING TO THE PROPOSED WORK; AND THAT WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE WORK IN FULL ACCORDANCE WITH THE CONTRACT DOCUMENTS AT THE TOTAL BID PRICE:  
\$ 290,000.00 \_\_\_\_\_.



**BID GUARANTEE**

Attach herewith is a: (Check one)

<u>      </u>	Certified Check	
<u>      </u>	Cashier's Check	
<u>  X  </u>	(Bid Bond)	—

In the amount of \$ 20,000.00 representing 10% of the total amount bid, but not Exceeding \$20,000.00.

The undersigned agrees that this check or bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and he shall fail to execute the contract for the project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of not less than 10% of the total bid amount, but in no case need the certified check, cashier's check or bid bond or any combination thereof, exceed \$20,000.00 and shall be not less than \$500.00. No cash will be accepted. The bidder's bond shall be made by a surety company qualified to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute the Bid Bond on behalf of the surety company. Include with the bond such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

**CERTIFICATE OF EXPERIENCE**

Louis M Fizzarotti Hereby certifies that Zoland Corp has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner=s Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
JC DPW	\$285,000	Light Auto	JC DPW 13 Linden Ave	11/18 thru 11/19
JCMC	\$ 290,000	Light Auto & Truck Repairs	Ted Parker 201-832-0045 415 Montgomery ST JC NJ	2014 to present
Hudson Bergen Light Rail	\$ 100,000	Light Auto & Truck Repair	Y Blanco 201-209-2577 20 Caven Point Ave JC NJ	2014-2016
Liberty Science Center	\$ 3000.00	Light Auto & Truck Repairs	Paolo 201-349-7299 251 Phillip St JC NJ	2004 to present
STATE Park Police	\$21,000	Light Auto & Truck Repairs	George 609-915-3235 Po Box 620 Trenton NJ	2015 to present
Fed Park Police GSA	\$19,000	Light Auto & Truck Repairs	Brian 917-881-4805 Ellis Island JC NJ	2010 - Present

\_\_\_\_\_  
Name of Bidder  
Zoland Corp  
\_\_\_\_\_  
By  
Louis M Fizzarotti  
\_\_\_\_\_  
Title  
President / Owner  
\_\_\_\_\_

*Ruth Fizzarotti*  
\_\_\_\_\_  
Witness

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.**

### EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: Zoland Corp

By: Louis M Fizzarotti  
Signature

Name of above: Louis Fizzarotti  
Print

Title: President / Owner

Date: 05/12/2020

**CITY OF JERSEY CITY  
ADDENDUM ACKNOWLEDGEMENT FORM  
GOODS AND GENERAL SERVICES CONTRACTS**

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM  
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO  
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and the bid will be rejected. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. 1

Dated 04/06/20

Addendum No. 2

Dated 05/12/20

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Name of Bidder: Zoland Corp

Street Address: 1742 John F Kennedy Blvd

City, State, Zip Jersey City NJ 07305

Authorized Signature: *Louis M Fizzaroti*

Date: 05/12/20

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON )

I, Louis M Fizzarotti of the City of Jersey City, in the County of Hudson and the State of New Jersey, of full age, being duly sworn according to law, upon my oath depose and say that:

I am President / Owner of the firm of Zoland Corp the bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City 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:

Zoland Corp

(Name of Contractor

(Also type or print name of affiant under signature)

Louis M. Fizzarotti

ATTEST:

Secretary

Rud A Fizzarotti

(Affix Corporate Seal)

Sworn and subscribed to before me this 5 day of MAY, 2020

DANIEL RAMOS  
NOTARY PUBLIC NOTARY PUBLIC OF NEW JERSEY  
My commission expires on: Apr. 01, 2025  
ID# 2327000

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**(An individual)**  
**The undersigned is (a corporation) under the laws**  
**(a partnership)**

Of the State of  New Jersey  having offices

at  1742 John F Kennedy Blvd Jersey City NJ 07305 .

Signed  *Louis M Fizzarotti*

Name  Louis M Fizzarotti

Title  President / Owner

Company  Zoland Corp

Address  1742 John F Kennedy Blvd Jersey City NJ 07305

Phone  (201) 433-5555

Fax  ( 201 ) 433-9138

(Seal if Bid by a Corporation)

**STATEMENT OF OWNERSHIP DISCLOSURE**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Zoland Corp

**Organization Address:** 1742 John F Kennedy Blvd Jersey City NJ 07305

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

**(Please attach additional sheets if more space is needed):**

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Louis M Fizzarotti	1107 Egret Ct Forked River NJ 08731    100%

**Part III** DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent)**

that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

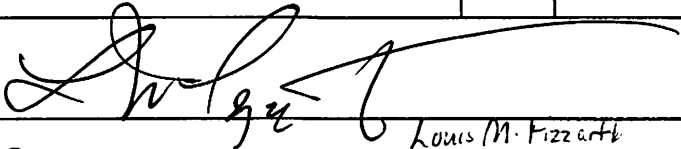
**Part IV Certification**

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/proposer; that the City of Jersey City 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 City of Jersey City to notify the City of Jersey City 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, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
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Signature:	Louis M Fizzarotti	City of Jersey City	Date:	05/13/2020	Bid AUTOMOTIVE 2020 -1
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SIGNATURE:   
TITLE: President / Owner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS 13 DAY OF May OF 2020  
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 2025

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

CITY OF JERSEY CITY, NEW JERSEY 07307  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME:

**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 box below.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror 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 State of New Jersey is relying on the information contained herein and thereby acknowledges that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Louis M Fizzarotti

Signature: Louis M Fizzarotti

Title: President / Owner

Date: 05/13/2020

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS  
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:**

**Jeana F. Abuan  
Public Agency Compliance Officer (P.A.C.O.)  
Department of Administration  
Office of Tax Abatement & Compliance  
13-15 Linden Avenue, 2<sup>nd</sup> Floor  
Jersey City NJ 07305  
Tel. # 201-547-4538  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)**

(REVISED 4/13)

**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, 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, national origin, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; 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.

**EXHIBIT A (Continuation)**

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, national origin 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, national origin 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & 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.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A** Type text here  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's 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.

Representative's Name/Title (Print): Louis M Fizzarotti President / Owner

Representative's Signature: *Louis M Fizzarotti*

Name of Company: Zoland Corp

Tel. No.: 201-433-5555

Date: 05/13/2020

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

The contractor and the City of Jersey City, (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. 5121 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 thereto, 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.

Representative's Name/Title Print: Louis M Fizzarotti  
Representative's Signature: Louis M Fizzarotti  
Name of Company: Zoland Corp  
Tel. No.: 201-433-5555 Date: 05/13/2020



**CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION**



**SUPPLIER DIVERSITY DEFINITIONS**

**Minority Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa.

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Veteran Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

**"Veteran"** means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

**Disability Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

**Lesbian, Gay, Bisexual, Transgender Owned-** a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.

**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**



**CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION  
OFFICE OF DIVERSITY AND INCLUSION**



**SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE**

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

**Business Name:** Zoland Corp

**Address:** 1742 John F Kennedy Blvd Jersey City NJ 07305

**Phone:** 201-433-5555

**Email:** loufizz@gmail.com

**Contact Name:** Louis M Fizzarotti

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**



Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration  
Office of Federal Contract Compliance Programs  
Newark Area Office  
124 Evergreen Place, Fourth Floor  
East Orange, NJ 07103



<Date>

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on <date>.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



## Sample Employee Information Report Form AA-302 Instructions

### INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA-302)

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1 -** Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2 -** Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3 -** Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4 -** Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5 -** Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6 -** Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or "N/A".

**ITEM 7 -** Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8 -** If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

**ITEM 9 -** Enter the total number of employees of the establishment being awarded the contract.

**ITEM 10 -** Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11 -** Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:  
**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.  
**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.  
**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.  
**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.  
**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12 -** Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13 -** Enter the dates of the payroll period used to prepare the employment data presented in item 12.

**ITEM 14 -** If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15 -** Enter the dates of the payroll period used to prepare the employment data presented in item 12.

**ITEM 16 -** If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 17 -** If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 18 -** Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 19 -** Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

#### TYPE OR PRINT IN SHARP BALL POINT PEN.

**THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT, AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY. FEE IS NON-REFUNDABLE TO:**

NJ Department of the Treasury  
 Division of Purchase & Property  
 Contract Compliance and Audit Unit  
 EEO Monitoring Program  
 P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 732-5473

Sample Certificate of Employee Information Report

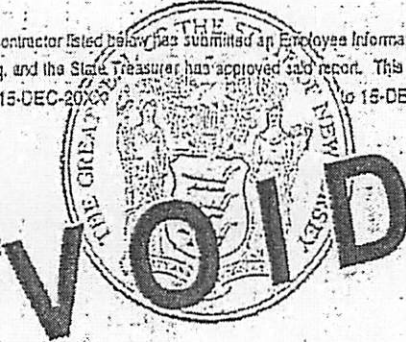
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.  
33 WEST STATE STREET  
TRENTON, NJ 08625



State Treasurer



**RENEWAL PACKAGE  
FOR CERTIFICATE OF  
EMPLOYEE  
INFORMATION REPORT**



## State of New Jersey

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE AND PROPERTY  
 CONTRACT COMPLIANCE & AUDIT UNIT  
 EEO MONITORING PROGRAM  
 33 WEST STATE STREET  
 P. O. BOX 206  
 TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUGO  
*State Treasurer*

MALRICE A. GRIFFIN  
*Acting Director*

### RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). This website provides access to the forms in electronic format or on-line internet submission registration via the internet. You may also call the Division at (609) 292-5473 and a representative will assist you. Please have your State Certificate number ready when calling. Your State Certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a State Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the State Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

Rev. 4-18





# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$100.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1 -** Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2 -** Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3 -** Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4 -** Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5 -** Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6 -** Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is more, so indicate by entering "None" or "N/A".

**ITEM 7 -** Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8 -** If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9 -** Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10 -** Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11 -** Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report. Racial/Ethnic Groups will be defined: Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa. Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race. American Indian or Alaskan Native: Persons having origin in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition. Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines, Islands and Samoa. Non-Hispanic: Any Person not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12 -** Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13 -** Enter the dates of the payed period used to prepare the employment data presented in Item 12.

**ITEM 14 -** If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15 -** If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16 -** Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17 -** Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN  
THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$100.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (IS NON-REFUNDABLE). TO:

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 268  
Trenton, New Jersey 08625-0268  
Telephone No. (609) 292-5478

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Purchase & Property Contract Compliance Audit Unit SEO Monitoring Program  
 VENDOR ACTIVITY SUMMARY REPORT

NEW BIDS  PROVISIONS  PERMITS  PERMITS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_

CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

JOB	MALE			FEMALE			Total	Non-Min.	Action	AM. Indian	Asian	Non-Min.
	Total	Black	Hispanic	Black	Hispanic	AM. Indian						
MANAGERS												
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SKILLED WORKERS												
OFFICE & CLERICAL												
CONTRACTORS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
RYAN												

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) \_\_\_\_\_  
 LAST FIRST MI \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

**INSTRUCTIONS****VENDOR ACTIVITY SUMMARY REPORTS**

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

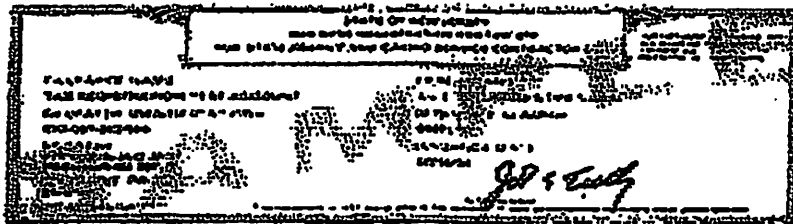
**"New Jersey Business Registration Certificate Requirements"  
For Goods, Professional Service and General Service Contracts**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [NJ.SA 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5: 12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Trade Name:	
Address:	
Manufacturer Number:	
State of Issuance:	
Expiration Date:	



# CITY OF JERSEY CITY DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, Q.P.A., R.P.P.O.

## CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am President / Owner of the firm of Zoland Corp,  
the Contractor who submitted the lowest responsible bid for the project known as  
Bid Automotive 2020-1 Light Automotive repairs.

I executed the Proposal submitted to the City of Jersey City with the full authority to do  
so. As of the date of execution of this Certification on this 13 day of May,  
2020 the firm of Zoland Corp has not been suspended or debarred  
from submitting bid proposals by the United States of America, its departments,  
divisions, and agencies or by the State of New Jersey, its departments, divisions, and  
agencies.

I certify that the foregoing statements are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Zoland Corp  
(Name of Contractor)

Signed By: [Signature]

Dated: 05/13/20

Title: President / Owner

Sworn and subscribed to before me  
This 13 day of May, 2020  
[Signature]  
DANIEL RAMOS  
NOTARY PUBLIC OF NEW JERSEY  
ID# 2327000  
My Commission Expires Apr. 01, 2025

\*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

WWW.JERSEYCITYNJ.GOV

**Question and Answers for Bid #AUTOMOTIVE 2020 -1 - LIGHT AUTOMOTIVE REPAIRS****Overall Bid Questions****Question 1**

Is there a vehicle list available that would show, make, model, year, possible odometer readings on each vehicle?

Is there an estimated annual spending amount for this bid? (Submitted: Apr 17, 2020 10:25:38 AM EDT)

**Answer**

- Unfortunately, the City cannot provide a vehicle list with the various items requested.

We cannot determine the estimate spending for this bid. Once a contract is awarded, it will only be used as needed. (Answered: Apr 17, 2020 3:46:40 PM EDT)

**Question Deadline: May 12, 2020 4:00:00 PM EDT**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2014** to **15-APR-2021**



**ZOLAND CORP DBA AAMCO TRANSMISSION & TOTAL**  
**1742 JOHN F. KENNEDY BLVD.**  
**JERSEY CITY NJ 07305**



*[Signature]*  
Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N. J 08646-0252
TAXPAYER NAME: <b>ZOLAND CORP.</b>	TRADE NAME: <b>AAMCO TRANSMISSIONS</b>	
TAXPAYER IDENTIFICATION#: <b>222-209-411/000</b>	SEQUENCE NUMBER: <b>0068006</b>	
ADDRESS: <b>1742 KENNEDY BOULEVARD JERSEY CITY NJ 07305</b>	ISSUANCE DATE: <b>03/24/04</b>	
EFFECTIVE DATE: <b>01/13/78</b>	<i>[Signature]</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**SHEILA OLIVER**  
*Lt. Governor*

**ELIZABETH MAHER MUOIO**  
*Acting State Treasurer*

### **APPROVED** *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges ZOLAND CORP as a Category 2 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:  
[www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Peter Lowicki  
Deputy Director

Issued: 8/1/2018  
Certification Number: A0074-09

Expiration: 8/1/2021



### C. REPLACEMENT PARTS

All replacement parts shall be Original Equipment Manufacturer (OEM) parts/ aftermarket parts only. No used parts will be permitted unless the use of such parts is approved in writing prior to the commencement of work by the City's Director of the Division of Automotive Services.

### D. HIDDEN DAMAGE

**If, during the course of light automotive repairs, it is discovered that additional repairs, and/or parts are needed and were not included in the original estimate, the Director of Automotive Maintenance shall be immediately notified. A revised estimate shall be re-submitted and must be approved by the Director of Automotive Maintenance prior to the continuation of repairs.**

### E. LICENSE:

Bidders shall include with their bid submission a copy of their current, valid Auto Repair Facility License issued by the respective city in which the business is located.. **Failure by the Bidder to include with its bid submission a copy of its current, valid Auto Repair Facility License, shall cause its bid to be rejected as non-responsive.**

If the business is not located in Jersey City, the bidder must provide proof of current license in the municipality where the business is located.

### F. GUARANTEE

The Contractor shall guarantee its repairs against any and all defects in workmanship, cosmetic repairs, and light automotive repairs for a period of eighteen months from the date of vehicle acceptance by the City.

### G. INSPECTION

Inspection and acceptance of the vehicle repairs shall be the responsibility of the Division of Automotive Maintenance.

If the services are not properly performed to the satisfaction of the City, the Contractor shall be required to make all corrective repairs at no additional cost to the City.

### H. SECURITY

All City vehicles in the Contractor's possession must be stored in a secured storage area and/or building. Contractor must be able to securely store a minimum of ten (10) vehicles.

**CITY OF JERSEY CITY**  
**DEPT. OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE**  
**2018 - 2019 AUTO REPAIR ONLY NO AUTOBODY ALLOWED**



No: 80

Fee: \$ 200.00

DATE OF ISSUE: 10/26/18

DATE OF EXPIRATION: 10/31/19

LICENSE is hereby granted to: ZOLAND CORP. T/A AAMCO

Address: 1742 KENNEDY BOULEVARD  
JERSEY CITY NJ 07305-

Type of Business: AUTO REPAIR

Sq. Footage : 0  
# Seats/Rooms : 0

*This license shall be entitled to all the rights and privileges pertaining thereto under the terms, provisions, limitations, requirements and conditions of said Ordinance and any rules and regulations promulgated by the City of Jersey City relating thereto and in conformity with said Ordinance.*

POST IN A CONSPICUOUS  
PLACE

  
Maynard Woodson, Director  
Division of Commerce

# **Solicitation AUTOMOTIVE 2020 -1**

## **LIGHT AUTOMOTIVE REPAIRS**

**Bid Designation: Public**



**City of Jersey City**

## Bid AUTOMOTIVE 2020 -1 LIGHT AUTOMOTIVE REPAIRS

Bid Number AUTOMOTIVE 2020 -1  
Bid Title LIGHT AUTOMOTIVE REPAIRS

Bid Start Date Mar 30, 2020 8:02:18 AM EDT  
Bid End Date May 19, 2020 11:00:00 AM EDT  
Question & Answer End Date May 12, 2020 4:00:00 PM EDT

Bid Contact Patricia Vega  
Assistant Purchasing Agent  
Purchasing  
201-547-4278  
vegap@jcnj.org

Bid Contact Raquel Tosado  
Purchasing  
201-547-4439  
rtosado@jcnj.org

**Addendum # 1**

Previous End Date	Apr 21, 2020 11:00:00 AM EDT	New End Date	May 19, 2020 11:00:00 AM EDT
Previous Q & A End Date	Apr 14, 2020 4:00:00 PM EDT	New Q & A End Date	May 12, 2020 4:00:00 PM EDT
<b>Changes were made to the following items:</b>			
LIGHT AUTOMOTIVE REPAIRS			

*Louis M Fizzaroti*

05/13/2020

**Description**

This contract is to provide light automotive repairs as needed.

**NOTE: THIS PROCESS REQUIRES A PAPER ONLY SUBMISSION WITH ORIGINAL SIGNATURES AND COMPLETION/INCLUSION OF ALL FORMS IN THE BID.**

**YOU MUST DOWNLOAD THE BID IN ORDER TO RECEIVE ANY ADDENDA(S) THAT MAY OCCUR.**

**Added on Apr 6, 2020:**

See change of date for the receipt of bids.

**NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and bid will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).**

*Louis M Fizzaroti*

05/13/2020

Added on May 12, 2020:

**COVID-19 ADVISORY - ONLINE BID RECEPTIONS/PURCHASING LOCKBOX**

In an effort to adhere to social distancing protocols and best practices imposed by City and State authorities, the City of Jersey City has canceled all public meetings and closed non-essential services as of March 16, 2020 until further notice. As a result, all bid receptions will be held virtually as video conferences with public access. Links to the online bid receptions appear on the City of Jersey City website at:

[https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid\\_openings](https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid_openings)

Bids may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service to a dedicated lockbox located in the lobby of 394 Central Avenue, Jersey City. Mail bids to: Raquel Tosado, Acting Purchasing Agent, QPA, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307. Proposals forwarded by facsimile or email will not be accepted. Bids sent by mail or courier service must be received by the Acting Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception or no later than 11:00 A.M. on the day of the bid reception. Mail/Courier services need to be instructed to hand deliver bid proposals to the dedicated lockbox. Office hours Monday thru Friday 9:00 am to 4:00pm. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Acting Purchasing Agent. Bid proposals must comply with specifications. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

**Addendum # 1**

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**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
BID SPECIFICATIONS FOR:**

**LIGHT AUTOMOTIVE REPAIRS ( UNDER 15,000 GVW )**

**SUBMISSION DEADLINE:  
APRIL 21, 2020**

**ADDRESS ALL BID PROPOSALS TO:**

Raquel Tosado, Acting Purchasing Agent  
394 Central Ave. 3<sup>rd</sup> Floor  
Jersey City, N.J. 07307

**SPECIFICATIONS FOR:****LIGHT AUTOMOTIVE REPAIRS ( UNDER 15,000 GVW )**

**Sealed bids will be received, opened and read in public by Raquel Tosado, Acting Purchasing Agent at 394 Central Ave., 3rd Floor, Jersey City, N.J. on APRIL 21, 2020 . Bids may be submitted in person or may be sent by U.S. certified mail return receipt requested or may be sent by private courier service. Mail bids to: Raquel Tosado, Acting Purchasing Agent, QPA, Division of Purchasing, 394 Central Ave., 3<sup>rd</sup> Floor, Jersey City, N.J. 07307. Bids sent by mail must be received by the Purchasing Agent no later than 4:00 P.M. of the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Purchasing Agent no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications.**

**NOTICE TO BIDDERS**

**Sealed bid proposals will be received, opened and read in public by the Purchasing Agent at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07307 at 11:00 A.M. on APRIL 21, 2020.**

**LIGHT AUTOMOTIVE REPAIRS ( UNDER 15,000 GVW )**

Contract documents, specifications, and bid forms may be downloaded by going online to [www.bidsync.com](http://www.bidsync.com). Questions by prospective bidders concerning this bid must be done online at [www.bidsync.com](http://www.bidsync.com).

Bidders (Contractors) are required to comply with requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with the equal employment opportunity and affirmative action provisions. These provisions require a careful reading and are incorporated herein by Reference. Bidders are also required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) Percent of the Bid but not in excess of \$20,000.00 made payable to the City of Jersey City.

**Bids may be submitted in person, or may be sent by certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Raquel Tosado, Acting Purchasing Agent, at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, N.J. 07307. Bids sent by mail must be received by the Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception. Bids sent by courier service must be delivered to the Purchasing Agent no later than 11:00 A.M. at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, N.J. 07307 on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications.**

The City Purchasing Agent reserves the right to reject any and all bids received, or portion thereof, if deemed to be in the best interest of the City.

**ALLISON SOLOWSKY  
DIRECTOR  
DEPARTMENT OF PUBLIC WORKS**



THE CONTRACT SHALL BE SIGNED BY ALL PARTIES WITHIN TWENTY-ONE (21) DAYS (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE AWARD OF SAID CONTRACT BY THE MUNICIPAL COUNCIL.

IN THE EVENT THAT THE PARTIES MISS THIS DEADLINE, THE PARTIES MAY AGREE IN WRITING TO AN EXTENSION OF THE TIME LIMIT SET FORTH ABOVE AT THE REQUEST OF THE CONTRACTING UNIT.

BIDDERS ARE REQUESTED TO FURNISH THE MANUFACTURER AND BRAND NAME ON THE PRODUCT OF WHICH THEY BID BY EITHER QUOTING ON BRAND NAME SPECIFIED WITHIN OR APPROVED EQUAL. FAILURE TO DO SO WILL RENDER BID INFORMAL.

IF BIDDER IS A PARTNERSHIP UNDER SEPARATE COVER, LIST NAMES OF PARTNERS, OWNING TEN (10) PERCENT OR MORE OF THE PARTNERSHIP. IF A CORPORATION, LIST NAMES OF THOSE STOCK HOLDERS HOLDING TEN (10) PERCENT OR MORE OF OUTSTANDING STOCK. (SEE ATTACHED FORM)

THE CITY OF JERSEY CITY RESERVES THE RIGHT IN PROTECTION OF THE BEST INTEREST OF THE CITY TO WAIVE ANY TECHNICAL ERROR, TO REJECT ANY BID OR ALL BIDS OR ANY PART THEREOF FOR ANY REASON WHATSOEVER.

BUY AMERICAN MATERIALS USED IN FILLING ANY CONTRACT RESULTING FROM THIS BID PROPOSAL MUST BE OF AMERICAN MANUFACTURE OR AMERICAN GROWN - WHEREVER AVAILABLE.

DELIVERY SHALL BE F.O.B. JERSEY CITY FREIGHT AND OTHER TRANSPORTATION CHARGES ARE THE RESPONSIBILITY OF THE SUPPLIER AND/OR CONTRACTOR.

Bidders (Contractors) are required to comply with the provisions of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these equal employment opportunity and affirmative action provisions which require a careful reading.

Contractors for goods and services, including professional services that are not subject to a federally approved or sanctioned affirmative action program shall submit to the public agency, after notification of the award but prior to execution of a goods and services contract, one of the following three documents:

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

2. A photocopy of a Certificate Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. 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.

Refer to Exhibit A (Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts) and additional Equal Employment Opportunity/Affirmative Action requirements found at the back of the specification. Any questions concerning compliance may be directed to: Jeana F. Abuan, Spvg. Adm. Analyst/P.A.C.O. at 13-15 Linden Avenue East, Jersey City, New Jersey 07305, tel# 201-547-4538, or email her at [abuani@jcni.org](mailto:abuani@jcni.org).

4. 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.

5. **City of Jersey City Lobbyist Disclosure Ordinance**

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance 3-9.1 et seq. adopted on June 12, 2002. The Contractor will be required to certify that the Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist prior to commencing his/her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. A Contractor whose lobbyist failed to comply with the provisions of Ordinance 3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

6. Proof of Business Registration - N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of registration shall be a copy of the bidders 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](http://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:
  - a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 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.

TO: ALL BIDDERS

FROM: RAQUEL TOSADO, ACTING PURCHASING AGENT

SUBJECT: BID RESPONSE FORM

In keeping with our policy of evaluating and updating our bidding procedures, we are requesting that all bid recipients who do not bid; return this form stating the reason(s).

Thank you in advance for your cooperation.

BID SUBJECT: LIGHT AUTOMOTIVE REPAIRS ( UNDER 15,000 GVW )

REASON(S) FOR NOT SUBMITTING A BID

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form to:

Raquel Tosado, Acting Purchasing Agent  
 394 Central Ave. 3<sup>rd</sup> Floor  
 Jersey City, N.J. 07307

## **INFORMATION TO BIDDERS**

### **1. CONTRACT DOCUMENTS:**

The contract documents consists of the following:

- Information to Bidders
- Scope of Work
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal/Bid Form
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the "Contract Documents".

Throughout the Contract, the term "DPW" shall mean the Department of Public Works.

"Automotive Director" shall mean the person who is in charge of the Division.

"Bidder" shall mean a party submitting a bid in response to the DPW Notice to Bidders.

"Business Administrator" shall mean the Director of Administration, or his/her designee.

"City" shall mean the City of Jersey City.

"Contractor" shall mean the lowest responsible Bidder awarded a contract by the City.

"Purchasing Agent" shall mean the Purchasing Agent of the City of Jersey City.

"Director" shall mean the Director of the DPW, or his/her designee.

"Division" shall mean the Division of Automotive Services.

"Specifications" shall mean this Bid Specification for transmission repairs.

"Notice to Bidders" shall mean the published newspaper advertisement soliciting bids.

"Bid" shall mean the completed Bid Proposal and Bid Form, with attached executed Bid Documents as required herein.

### **2. INTENT OF CONTRACT:**

Under these Specifications and the contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work in strict accordance with the Contract Documents.

The intent of the Contract Documents is to obtain light automotive repairs satisfactory to the DPW. It shall be

understood that the Bidder has been satisfied as to the full Requirements of the Contract Documents and has based the bid proposal upon such understanding.

### **3. FAMILIARITY WITH WORK:**

It is the obligation of the Bidder to read and examine the Contract Documents, and ascertain all the facts concerning conditions to be found at the locations including all physical characteristics, to read the Specifications thoroughly and completely, to consider all other matters which can in any way affect the work under the Contract Documents and to make the necessary investigations relating thereto, and the Bidder agrees to this obligation in the signing of the Contract Documents. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the locations. The Bidder agrees to make no claim for additional payment or seek any other concession because of any misinterpretation or misunderstanding of the Contract Documents or of any failure to be acquainted with all conditions relating to the Contract.

### **4. INTERPRETATIONS OR ADDENDA:**

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify Raquel Tosado, Acting Purchasing Agent. All such written communications pertaining to this bid shall be posted through the City on-line bidding portal on WWW.BIDSYNC.COM. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least ten (10) business days prior to the date fixed for the opening of bids, to allow the City to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the City who shall give each Bidder or his/her representative present an opportunity to withdraw his/her bid before any bids are opened. Any objection subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

### **5. SUBMITTING BID:**

Each Bid must be submitted on the prescribed Bid Form which shall not be removed from the Contract Documents. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her post office address shall be stated and he/she shall sign the Bid. When made by a firm or partnership its name and post office address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal post office address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Bids shall be delivered in person to the

Purchasing Agent at the time and place stated in the Notice to Bidders, and they will be publicly opened and read aloud on the date, place, and at the time stated in the Notice to Bidders.

**Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Raquel Tosado, Acting Purchasing Agent, at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07307. Bids sent by mail must be received no later than 4:00 P.M. of the last business day before the day of the bid reception. Bids sent by courier service must be delivered no later than 11:00 A.M. on the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bids must comply with specifications. As per Notice to Bidders, bids will be publicly opened and read aloud on the date, place and at the time stated in the Notice to Bidders.**

## **6. BID DOCUMENTS:**

The Bid Documents to be included in the sealed envelope with the Bid shall include but not be limited to the following:

Written acknowledgment of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)\*

Bid Bond/Guarantee\*

Certification of Experience of Contractor \*

Equipment Questionnaire of Contractor \*

Non-Collusion Affidavit

Statement of Ownership Disclosure\*

Disclosure of Investment Activities in Iran form

Mandatory Equal Employment Opportunity Language and Affirmative Action Notice

Employee Information Report

New Jersey Business Registration Certificate of Contractor

Failure to include the bid documents listed immediately above that are marked with an asterisk (\*) shall result in automatic rejection of the bid at the time of the bid reception.

## **7. BID GUARANTEE:**

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total bid amount in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the contract.

The bid bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City.

## **8. WITHDRAWAL OF BID:**

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any bid on that project.

After the opening of bids, N.J.S.A. 40A: 11-23.3 authorizes a Bidder to request withdrawal of a public bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A Bidder claiming mistake under N.J.S.A. 40A: 11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to: Raquel Tosado, Acting Purchasing Agent at 394 Central Avenue; 3<sup>rd</sup> Floor, Jersey City, New Jersey 07307. The Bidder must request withdrawal of a bid due to a mistake, as defined by law, within five (5) business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the DPW may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A: 11-23.3.

The City will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-22(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five (5) business days following the opening of bids.



## **9. CAUSES FOR REJECTION:**

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected.

In addition, causes for rejection of Bids may include, but are not limited to the following:

- A. Prices are obviously unbalanced,
- B. Received from Bidders who previously performed work in an unsatisfactory manner,
- C. If conditions, limitations or provisions are attached by a Bidder to his/her Bid, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- D. If the Bidder does not own sufficient or satisfactory equipment to perform the work.

## **10. RETURN OF BID GUARANTEES:**

The Bid Guarantees of all except the apparent three (3) lowest responsible bidders for the Contract will be returned within ten (10) working days after the opening of bids. The returned bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the Bid Guarantees of the remaining unsuccessful Bidders will be returned. Upon execution of the contract by the successful bidder, and the receipt of the certificate of insurance, the Bid Guarantee of the lowest Bidder will be returned. No interest will be paid on any form of Bid Guarantee.

## **11. AWARD OF CONTRACT:**

The Contract, if awarded, will be awarded to the lowest responsible, qualified bidder whose Bid complies with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the contract will be announced by the Municipal Council of the City of Jersey City.

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated in the Bid Form. **Contractor will bid on the maximum quantities.**

The Bidder shall state on the Bid Form the price per unit of measure for each scheduled item of work for which he or she will agree to carry out the work, and the total price for the performance of the Project, as determined by multiplying each estimated quantity by the price per unit of measure bid and adding together the resulting amounts. Unit prices shall be given in writing and in figures and in the case of variance the prices in writing shall prevail.

The City may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the City.

The City will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of contract will be a notice in writing signed by the Purchasing Agent.

**12. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

Any Bidder whose Bid is accepted will be required to execute two (2) copies of the Contract and furnish a satisfactory insurance certificate to the Purchasing Agent within ten (10) days after notice of acceptance. The successful Bidder, upon his/her failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

The damages to the City for breach as above provided include the loss from interference with its operations program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the bid of such Bidder shall be retained by the City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose bid has been accepted shall fail, refuse or resist to execute the contract as herein before provided, the Municipal Council of the City of Jersey City may, at its option, determine that such Bidder has abandoned the contract and thereupon his/her bid and the acceptance thereof shall be null and void, and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the City. Any materials delivered prior to said execution of contract shall be at the Bidder's risk.

**13. CERTIFICATE OF INSURANCE:**

The Bidder shall also supply to the City, at the time the contract is signed by the Bidder, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Bidder during the life of the contract. The Department of Public Works and the City of Jersey City shall be named as an additional insured on the Certificate.

**14. ESTIMATED QUANTITIES AND UNIT PRICES:**

The Unit Price bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to the item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Contractor shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been

authorized to proceed therewith.

**15. CHANGES - EXTRA WORK:**

The City, through its representative, may at any time desire changes in the schedule for deliveries and locations for deliveries to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original "Schedule of Prices" in the Bid Proposal.

**16. NO SUBSTITUTIONS:**

Each Bidder represents that his/her Bid is based upon the labor, hours, materials and equipment described in the contract documents.

**17. RESPONSIBILITY FOR MATERIALS:**

The Contractor assumes full responsibility for materials and/or equipment supplied and agrees to make no claim against the City for damages to such materials and equipment from any cause whatsoever.

**18. LAWS, ORDINANCES & REGULATIONS:**

The Contractor must secure all insurances, licenses and pay any inspection fee in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The Contractor shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He /She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

**19. PROVISION REQUIRED BY LAW DEEMED INSERTED:**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

## **20. INSURANCE:**

The Contractor shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the City. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Contractor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. “Claims made” insurance policies do not satisfy the insurance requirements under this Contract.

The DPW and the City, and each of its officers, custodians, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the contract are concerned.

An endorsement covering the DPW and the City shall be added to all policies. The endorsement shall read:

**“The Department of Public Works, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees shall be named Additional Insured on a primary and non-contributory basis.”**

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles. The required limits can be achieved by one policy or a combination of primary and excess liability policies.

### **Types of Required Insurance**

#### **A. WORKER’S COMPENSATION INSURANCE:**

The Contractor shall procure and maintain during the life of this Contract, Worker’s Compensation Insurance with New Jersey statutory limits all employees to be engaged in work under this Contract and Employers Liability in the amount of \$1,000,000.00.

#### **B. CONTRACTOR’S GENERAL LIABILITY INSURANCE AND PROPERTY DAMAGE INSURANCE:**

The Contractor shall procure and maintain during the life of this Contract, Contractor’s General Liability Insurance and Property Damage Insurance in the amount of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate; including Products & Completed Operations coverage with companies and in the form to be approved by the Risk Manager. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Contractor or by anyone directly or indirectly employed by them.

### **C. AUTOMOBILE INSURANCE:**

Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the contract in an amount not less than \$1,000,000.00, combined single limit, on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.

#### **Additional Insured**

All policies required must include the Department of Public Works and the City of Jersey City as an additional Insured on a primary and non-contributory basis.

#### **Proof of Insurance**

The Contractor shall furnish the City with insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the City of any modification or cancellation of the policies.

#### **Time to Provide Proof of Insurance**

The certificates of insurance containing all provisions as required by the City shall be provided to the City with the executed contract. Failure to provide proof of insurance prior to the execution of the contract will result in forfeiture of the bid security.

### **21. INDEMNITY:**

The Contractor agrees to indemnify, hold harmless and defend the City of Jersey City, and each of its officers, custodians, agents, servants and employees as their interests may appear, from any and all liability including claims demands, losses, costs, damages, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the contractor, its custodians, officers, employees, agents or subcontractors. The contractor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, or any of its officers, custodians, agents, servants, and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against the City of Jersey City, or any of its officers, custodians, agents, servants, and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from the City, raise any defense involving in any way the immunity of the City provisions of any statute respecting suit against the City.

The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the Purchasing Agent with the executed Contract.

**22. METHOD OF PAYMENT**

1. In consideration of the faithful performance by the Contractor of its agreement hereunder, during the term of this Contract the City covenants and agrees to pay the Contractor in accordance with the Contractor's fees quoted in the Bid Proposal.
2. Pursuant to the terms herein, the Contractor agrees to provide the DPW a complete written invoice monthly or weekly for all services provided to the DPW.
3. Invoices for payments shall be submitted to the Director or his designee, which shall include at a minimum: date of service, location of the service, summary of work performed, as well as City designated vehicle registration number, vin number and license plate.
4. In addition to the Contractor's invoice, the Contractor shall sign a Purchase Order supplied by the DPW.
5. Invoices for payments shall be submitted on the Contractor's standard invoice previously approved by the City's designee. In addition to the Contractor's invoice, the Contractor shall execute a Partial Payment Voucher supplied by the City, for each application for payment.
6. The acceptance by the Contractor of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligation under this contract.
7. The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Director of Public Works. All payments will then be submitted for approval by the Municipal Council at the next meeting. Failure of the DPW to satisfy this schedule shall not entitle the Contractor to interest charges, penalties or any other type of escalation of the invoiced amount.

**23. AVAILABILITY OF FUNDS:**

The award of any Contract pursuant to these specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

**24. TERMINATION FOR CAUSE:**

In the event the performance by the Contractor of the services provided under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor in writing and the Contractor agrees to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the City shall at its sole option be entitled to terminate this agreement immediately. The Contractor shall not be entitled to any compensation for service subsequent to receiving notice of termination from the City.

**25. DISPUTES:**

The City and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

1. All such disputes shall be reported to the Business Administrator or its authorized designee, within Forty- Eight (48) hours of its commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.
2. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is not continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the Business Administrator of notice thereof.
3. Each decision by the Business Administrator will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
4. If the Contractor does not agree with any decision of the Business Administrator, he shall in no case allow the dispute to delay the work but shall notify the Business Administrator promptly that he is proceeding with the work under protest; however, the Contractor may exclude any disputed claim from the final release.
5. In the event of disputes involving non-monetary issues, the Business Administrator decision shall be final. The Business Administrator may conduct such fact finding as he deems necessary in order to resolve the dispute.

## 26. SCOPE OF SERVICES

### TECHNICAL SPECIFICATIONS

#### 1. INTENT

It is the intent and purpose of these specifications to describe the type, quantity and quality of work desired for providing general automotive light repair to the City and to list all requirements necessary for entering into a contract(s) for furnishing the specific items as provided herein and applicable in the Bid Document or as mutually agreed upon and to list all requirements necessary for contract award(s) and being declared winning bidder(s) by the City.

The City will award eight (8) contracts. Contract no. 1 will be awarded to the lowest responsible bidder, Contract no. 2, will be awarded to the second lowest responsible bidder, Contract no. 3 will be awarded to the third lowest responsible bidder, Contract no. 4 will be awarded to the fourth lowest responsible bidder, etc. When a vehicle needs to be repaired, the City will contact Contractor no. 1 to perform the work. If contractor no. 1 is unable to repair the vehicle, the City will contact Contractor no. 2 to perform the work. If Contractor no. 2 is unable to repair the vehicle, the City will contact Contractor no. 3 to perform the work. If Contractor no. 3 is unable to repair the vehicle, the City will contact Contractor no. 4 to perform the work, etc.

#### 2. SCOPE

Should the City not receive sufficient responsive bids to award multiple contracts, the City reserves the right to reject all bids and re-solicit bids.

Bidders responding to this bid must have the facilities and expertise in this type of service to satisfactorily repair vehicles so that the vehicles will be fully road worthy and repairs not apparent when subject to inspection.

Vehicles shall be repaired in an expert and expeditious manner. All parts supplied by the Contractor as may be required by the services herein described, shall be warranted to be free from any and all defects for a period of eighteen (18) months from the date of installation, or the manufacturer's warranty period for that part, whichever is longer. All services provided by the Contractor as required, performed, and herein specified, shall also be warranted for a period of eighteen (18) months from the date of providing services.

Bidders must be able to receive vehicles at their business location during normal City business hours of 8:00 a.m to 4:00 p.m., Monday thru Friday, or by arrangements made with the City's Director of Automotive Maintenance.

The Contractor shall assume full responsibility for, and shall indemnify the City for any and all loss or damage of whatever kind or nature, to any and all vehicles and property while in its custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or part from any negligence on the part of the Contractor, its employees, and agents, or representatives of the Contractor.

**The Contractor shall not be required to provide vehicle towing as part of this contract. It shall be the City's responsibility to transport all vehicles requiring service and/or estimates. All bidders must**



**have service facilities located within five (5) miles of the Department of Public Works, 13-15 Linden Avenue East, Jersey City, NJ 07305.**

### **3. TERM OF THE AGREEMENT**

The term of the contracts shall be one-year commencing after the contract awards by the City Council. Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contracts for up to two additional one year terms. The City shall notify the Contractors whether or not it will be renewing their contracts 45 days before the expiration date of the contracts. If the City exercises its option to renew the contracts, the Contractors must accept the contract renewals. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

### **4. DESCRIPTION OF SERVICES**

#### **A. ESTIMATE**

**The Contractor shall be required to provide the City with a computer-generated estimate for light automotive repairs. This estimate shall, at a minimum, include the following information:**

- a. Vehicle owner, name, and address.**
- b. Vehicle information to include year, make, model, VIN#, license plate, and mileage.**
- c. Description of type of work to be performed or parts to be replaced.**
- d. Price for parts.**
- e. Labor for parts that are to be replaced.**
- f. Mechanical labor.**
- g. Grand total for all parts/labor.**

#### **B. PARTS AND LABOR HOURS:**

Parts pricing and the number of hours required for job completion shall be based on the most current **MITCHELL / ALL DATA ESTIMATING GUIDE**. A copy of the Contractor's price list must be available for inspection by the City's Director of the Division of Automotive Services at the Contractor's location at all times during the term of the contract.

## 1. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon notification by the Director of Automotive Maintenance or his designee in accordance with provisions included hereinafter.

## 2. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract **without the prior written approval of the DPW Director.**
2. The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the City for damages to such equipment.
3. The Contractor shall be responsible for any damage to property, caused by its negligence in the performance of work under this Contract.
4. In the event of such damage, the City reserves the right to immediately make both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the City may deduct the cost of such repairs and related expenses incurred by the City from any monies due to the Contractor under this Contract.

## 3. VEHICLE/EQUIPMENT REQUIREMENTS

Equipment must be maintained in good working order and adjusted properly. Each piece of Contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified on the Questionnaire Form.

**BID FORM**