1.0 BID NOTICE

BID DOCUMENTS

PLEASE TAKE NOTICE that sealed bids for Vehicle Fueling Services in accordance with the specifications therefore on file will be received by the Town Clerk of the Town of Secaucus ("Town"), or his designee, on October 8, 2015, at 11:00 a.m., prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be publicly opened and read.

All bids must be on the proposal forms obtained from the Town. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the words "Vehicle Fueling Services Bid". The envelope must be addressed to Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the bid must be received by the Town Clerk by the date and time set forth above. No late bids will be accepted.

Bid documents may be examined and obtained at the Town's Purchasing Agent's office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 8:30 a.m. until 3:00 p.m. The fee for bid documents is twenty ($20.00) dollars payable in cash or certified check to the Town of Secaucus.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 *et seq.*

The Town reserves the right to waive any minor irregularities in or to reject any or all bids.

By order of the Town of Secaucus.

2.0 DEFINITIONS

2.1 **"BID DOCUMENTS"** means all documents requesting bid proposals including the Bid Notice, Definitions, Instructions to Bidders, Specifications, Bid Proposal Checklist, Bid Proposal Form, Technical Specifications, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility, Statement of Ownership of Corporation or Partnership, Acknowledgment Of Secaucus Pay To Play Ordinance, Disclosure of Investment Activities in Iran, addenda (if any), all documents submitted by the bidder, and the Contract.

2.2 **"CONTRACT"** means the written agreement executed by and between the Contractor and the Town, as amended, changed or modified, and shall include all Bid Documents.

2.3 **"CONTRACT ADMINISTRATOR"** means the Town Clerk, or his designee.

2.4 **"CONTRACTOR"** means the lowest responsible bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 18A:18A-1, et seq.

2.5 **"TOWN"** means the Town of Secaucus.

2.6 **"LEGAL NEWSPAPER"**, for purposes of these Bid Documents, means the JERSEY JOURNAL.

2.7 Definitions set forth in N.J.A.C. 13:20-50.2 are incorporated herein by reference.

3.0 INSTRUCTIONS TO BIDDERS

3.1 BID OPENING

All bids will be publicly opened and read by the Town Clerk, or his designee, as set forth in the Bid Notice.

3.2 BID SUBMISSIONS

3.2.1 Each document required to be submitted by the bidder (see Bid Proposal Checklist, **Schedule 1**) must be properly completed in accordance with these Bid Documents. No bidder shall submit the requested information on any form other than those provided in these Bid Documents, unless specifically permitted.

3.2.2 Bids shall be delivered to the Purchasing Agent as set forth in the Bid Notice.

3.2.3 Each bidder shall sign the documents to be submitted, where applicable, as follows:

- For a corporation, by an authorized principal executive officer;
- For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
- By a duly authorized representative.

3.2.4 Each bidder shall submit one (1) original set of completed Bid Documents and one (1) copy.

3.3 BID PROPOSAL FORM

3.3.1 On the Bid Proposal Form (see **Schedule 2**), the bidder must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

3.3.2 If the amount shown in words and its equivalent in figures in the Bid Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

3.3.3 Each bidder shall acknowledge receipt of addenda on the Bid Proposal Form, if applicable.

3.3.4 Bidders shall provide a bid for every vehicle set forth in the Bid Notice.

3.3.5 The contract will be awarded to the lowest responsible bidder determined based on the lowest project fee and schedule.

3.4 EXCEPTIONS TO THE BID DOCUMENTS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

3.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.5.1 Prior to submitting a bid, the bidder shall, and by submitting a bid, the bidder represents and warrants that it has:

3.5.1.1 Carefully examined the Bid Documents and addenda, if any;

3.5.1.2 Fully acquainted and familiarized itself with the conditions as they exist, the manufacturers and goods requested, and the character of the operations to be carried out under the proposed Contract, and made such investigation so that the bidder fully understands the facilities, equipment difficulties, and restrictions accompanying the goods requested under the Contract; and

3.5.1.3 Brought to the attention of the Town any variations in the Bid Documents and the actual conditions that would affect the bid. The variations shall be reported in accordance with **sections 3.6 and 3.7** below.

3.5.2 Should the bidder observe that any of the Bid Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Bid Documents, the bidder shall promptly notify the Town in writing in accordance with **sections 3.6 and 3.7** below.

3.6 INTERPRETATION/ADDENDA

3.6.1 No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Bid Documents. A request for an interpretation or clarification shall be made in writing by fax to the Town's General Counsel, Chasan Leyner & Lamparello, PC, attention: Anthony V. D'Elia, 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, fax 201-348-6633. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Bid Documents, and notice will be provided by facsimile or e-mail to all potential bidders on record with the Town as having received the Bid Documents. All addenda issued become part of the Bid Documents.

3.6.2 Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder from any obligation.

3.7 OBJECTIONS TO CONTRACT DOCUMENTS

All potential bidders are advised to examine the Bid Documents carefully. Any potential bidder who wishes to challenge the Bid Documents shall file such challenge in writing as set forth in **section 3.6** no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 18A:18A-15.

3.8 VENDOR/MANUFACTURER QUALIFICATIONS

3.8.1 The Town will make any investigation it deems necessary to determine the ability of a bidder to provide the goods and services required by the Bid Documents. The bidder agrees to furnish to the Town all such information and data for this purpose as the Town requests. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder, vendor and manufacturer are properly qualified to carry out the obligations of the Bid Documents.

3.9 NOTICE OF AWARD, EXECUTION OF CONTRACT & DELIVERY OF DOCUMENTS

3.9.1 Within seven (7) business days of notice of the award of the contract, the successful bidder shall deliver to the Town the executed Contract, the performance and payment bond (if required by the Bid Documents), insurance documentation reflecting the required insurance coverage and the appropriate affirmative action documentation.

3.9.2 Failure to deliver the aforementioned documents in a form satisfactory to the Town, and commence the contract as required in the Bid Documents shall be cause for the Town to declare the bidder non-responsive and to award the contract to the next lowest bidder.

3.10 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or

result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor or any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

3.11 CONTRACT NON-TRANSFERABLE; TERMINATION OF CONTRACTOR'S BUSINESS

The successful contractor cannot transfer or assign the contract that is awarded hereunder. If during the life of the contract, the contractor disposes of his entire business by sale, transfer, or by any means to another party, all obligations hereunder are transferred to such purchaser who shall be liable hereunder.

3.12 DAMAGES

The Contractor shall pay and make good all losses or damages arising out of any cause connected with the delivery of materials and/or equipment and shall indemnify and save harmless the Town from any and all claims and damages or injury which any person or persons may sustain or suffer by reason of or in any way arising out of the Contract and shall defend every suit of any nature which may be brought against the Town or any of their officers

or agents, by reason of, or connected with the delivery of all materials and/or equipment furnished under the Contract.

The Contractor shall pay and make good all compensatory damages and consequential damages for any breaches of the within contract of every kind, character, and nature whatsoever, accruing or arising of the Contract, within twenty (20) days of notice of the same to the Contractor.

3.13 LIQUIDATED DAMAGES

Inasmuch as time is of the essence for this project and the damage and loss to the owner will result from a failure by the Contractor to complete the work within the period herein specified, including any extensions thereof fixed and approved as hereinafter provided, may include interest on monies borrower for construction, additional cost for inspection fees, other expenses in damages, and loss due to the delay, or inability of the owner to utilize the facility, the losses for which would be difficult to quantify, the damages of the owner for delay in the case of such failure or failures on the part of the contractor shall be liquidated according to the following schedule.

For failure to complete work in accordance with the time established by the Contract, the contractor shall forfeit on hundred ($100.00) per calendar day for liquidated damages.

3.14 INSURANCE

The Contractor is responsible to maintain in full force during performance of the Contract all insurance covering the operations pursuant to the Contract of such limits of liability and types of insurance policies as the Town deems necessary and proper, which shall include Workers' Compensation, Public Liability including bodily injury and property damage - $1,000,000 per occurrence. The Contractor shall further agree to save, protect, defend and hold the Town and/or any officer, employee or servant of the Town harmless against any liens, claims or demands or any person for property damage or for personal injury resulting from the performance of the contract work.

In addition to the foregoing insurance requirements, the "Town of Secaucus" shall be named as an additional insured on all required insurance certificates.

3.15 AFFIRMATIVE ACTION REQUIREMENTS

The successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the

Contract, the successful bidder will submit (1) evidence that the bidder is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. I7:27-5.2, or a

binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

3.16 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans With Disabilities Act of 1990

("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 *U.S.C.* § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in a all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

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

It is further agreed and understood that the Town 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

the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.17 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The bidder shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The bidder shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to:
http://www.state.nj.us/dca/lgs/lpcl/index.shtml#BusinessRegistration

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

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 subcontractors of its affiliates [N.J.S.A. 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 the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, 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.

4.0 SPECIFICATIONS

4.1 PAYMENTS

4.1.1 Payments to the successful bidder will be made in accordance with the rates/prices the bidder sets forth in the Bid Proposal Form.

4.1.2 The successful bidder shall comply with the Town's standard payment procedures.

4.1.3 Payments to the successful bidder only will be made upon the submission and approval of properly completed vouchers, invoices and bills.

4.1.4 Requests for payment shall be submitted to the Town Administrator, David Drumeler.

4.1.5 The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment.

4.1.6 If the successful bidder fails to perform or provide said design and construction services in accordance with the Bid Documents, the Town may deduct or retain from monies due, or which may become due to the successful bidder, or its assignee, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.

4.1.7 The Town is tax exempt. Therefore, no taxes shall be included on requests for payment.

4.2 COMPLIANCE WITH LAWS, REGULATIONS AND INDUSTRY STANDARDS

The vehicle shall comply with applicable State and federal statutes, rules, regulations, codes and standards. Neither the citation to the New Jersey or federal standards or regulations, nor the omission of such citation in the Technical Specifications, shall be interpreted as limiting the bidders obligation to comply with all controlling statutes, rules, regulations, codes and standards.

4.3 MATERIALS AND SUPPLIES & "OR EQUAL" PROVISION

In the event the Bid Documents require the furnishing of any brand name, the requirement shall be deemed to mean and shall be interpreted to require the furnishing of the brand name or equivalent. The Town reserves the right to determine, in its sole discretion, whether a brand or component is equivalent to that requested, or to reject any proposed equivalent in the event it is not compatible with systems, facilities, components or accessories already owned or used by the Town. The bidder **shall be required** to disclose on its Bid Proposal Form or the Technical Specifications if it will furnish a product other than those requested.

4.4 TECHNICAL SPECIFICATIONS

4.4.1 The Technical Specifications are set forth in **Schedule 3**. To the extent any provision in the following Technical Specifications conflict with any State regulations, the regulations shall control.

4.4.2 A Vender Certification as set forth in N.J.A.C. 13:20-50.3(e) shall be submitted certifying that the goods delivered to the Town meets all federal and State standards.

4.5 EXCEPTIONS, COMMENTS, ENHANCEMENTS

After each component detailed in the Technical Specifications, the bidder shall indicate any exceptions, comments or enhancements it proposes. The Town reserves the right to determine in its sole discretion whether an exception or deviation from the Technical Specifications, or from any other requirement of the Bid Documents, is material.

4.6 ELECTION LAW ENFORCEMENT COMMISSION

Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271,s.3) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313.3532 or at www.elec.state.nj.us.

SCHEDULE 1

BID PROPOSAL CHECKLIST

Bidder should initial next to documents, thus indicating that the document has been submitted.

1. _____ Bid Proposal Checklist

2. _____ Bid Proposal Form

3. _____ Completed Technical Specifications "Comments" sections – Schedule 3

4. _____ Affidavit of Non-Collusion

5. _____ Affidavit, Statement of Compliance with Specification Requirement and Questionnaire of Bidder's Experience and Financial Responsibility

6. _____ Statement of Ownership of Corporation or Partnership

7. _____ Bid Guarantee

8. _____ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L. 2004, c. 57)

9. _____ Acknowledgment Of Secaucus Pay To Play Ordinance

_____(seal)
(Contractor)

BY: _____
(Authorized Signature)

_____
(Printed Name and Title)

SCHEDULE 2

BID PROPOSAL FORM –4 pages
Proposal for Vehicle Fueling Services

TO: Town of Secaucus

FROM:

_____	_____
(Contractor)	(Phone Number)
_____	_____
_____	(Facsimile Number)
_____	_____
(Mailing Address)	(Beeper Number)
_____	_____
(e-mail address)	(Cellular Phone Number)

The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed in this Bid Proposal Form. The bidder represents that it has read and understands the Bid Documents and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission of this bid serves as the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Bid Documents or lack of information concerning same.

BID FORM

To: Mayor and Council
Town of Secaucus

(I)(We) hereby certify that (I)(we) have read each and every part of the advertisement, specifications, "Instructions to Bidders" and Bid Form. (I)(We) understand that failure to comply with any statement, part or request of these specifications will be cause for rejection thereof.

Enclosed is a certified check, bank draft, or bid bond in the amount of $100.00. This surety is made payable to the Town of Secaucus, and it is hereby agreed that it shall be forfeited as liquidated damages and not as penalty – if this Bid is found to be the lowest and the undersigned fails to execute a contract with said Town under the conditions of the specifications.

(I)(We) submit the following bid for a term of three (3) years:

Bidders will indicated a single discount for each type of fuel listed. If you are not offering a quotation on one or more of the commodifier, the word "NONE" is to be neatly printed or typed in the space provided below in the space provided for discount percentage. If the price offered is without discount, insert "0".

Discount will exclude all State and Federal Taxes as the Town of Secaucus is exempt from the same (#226002293).

Gasoline, regular unleaded:

For all gasoline driven motor vehicles, purchased at retail establishment:

Octane	Percent Discount from Stated Price	
	Number	Written
87	(____)%	(_____)percent
89	(____)%	(_____)percent
92	(____)%	(_____)percent

Diesel, #2D Low Sulfur:

For all diesel driven motor vehicles, purchase of retail establishment:

#2D Low Sulfur Diesel	(____)%	(_____)percent

EXCEPTIONS AND DEVIATIONS:

Bidder shall fully describe every variance, exception and/or deviation. Additional sheets may be used if required.

The bidder states that it has received the following Addenda, Notices or Revisions to the Bid Documents and has given them due consideration in the preparation of its bid.

Addendum No., Title of Notice or Title of Revision	**Date Received**
_____	_____
_____	_____

Witness: _____(seal)
(Contractor)

_____ By: _____
(Signature) (Authorized Signature)

_____ _____
(Printed Name) (Printed Name)

_____ _____
(Title) (Title)

_____ _____
(Date) (Date)

SCHEDULE 3

SPECIFICATIONS FOR VEHICLE FUELING

The qualified bidder offering the Town of Secaucus the highest percentage of discount from its posted price for gasoline, 87, 89 and 92 Octane, and diesel fuel #2D Low Sulfur, for motor vehicles, purchase of retain establishment(s) will be awarded a three (3) year contract to provide such fuels to Town vehicles.

The gasoline supplied under this contract shall comply with the requirements of Federal Specifications for Gasoline, Automotive, leaded or Unleaded, VV-G1690B, July 1, 1978, Classes C, D, and E, and any amendments thereto. Diesel Fuel and Bio-Diesel Fuel, will also comply with Federal Standards.

LOCATION:

Retail fueling locations shall be located within the municipal boundaries of Secaucus or shall be located no more than one mile from a Secaucus boundary by public highway.

BILLING INFORMATION:

The Town of Secaucus desires to integrate its vehicle fueling data into its vehicle maintenance and control system. Therefore, billing statements submitted on a monthly basis must include the following information with respect to each fueling; currently in a legible typed or computer printed paper format and prospectively in an electronic format:

Date:
Time:
Location:
Vehicle Plate No.:
Mileage:
Type of Fuel:
Amount of Fuel:
Discounted Price:
Driver Name:

BIDDER QUALIFICATIONS:

The bidder must be an established refiner, distributor or dealer and must, if required, show evidence to the Town that adequate retail and administrative facilities exist to perform all requirements, in the event of an award.

TERMINATION OF CONTRACT:

a. Change of Circumstances

Where circumstances and/or the needs of the Town significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Town may terminate a contract entered into as a result of this bid upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the Town, free of charge, such reports as may be required.

b. For Cause:

1. Where a contractor fails to perform or comply with a contract, the Town may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service short-shipping, etc., the Town may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency, the Town may shorten the time periods of notification.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

METHOD OF BIDDING OR PRICE SHEET INSTRUCTIONS/DISCOUNTS FROM RETAIL PUMP PRICE.

Bidders will indicate a single discount for each type of fuel listed. If you are not offering a quotation on one or more of the commodities, the word "NONE" is to be neatly printed or typed in the space provided on the RFP price sheet.

Discount will exclude all State and Federal Taxes.

The bidder will indicate the discount on the Bid Form of this proposal.

BID BOND

KNOW ALL MEN BY 'THESE PRESENTS, That we, the undersigned _____ _____ as principal, and_____ as Surety, are hereby and firmly bound unto the_____ in the penal sum of TEN PERCENT of amount bid, not to exceed TWENTY THOUSAND and 00/100 ---- (10% , not to exceed $20,000.00) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of_____

The condition of the above obligation is such that whereas the Principal has submitted to the owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for

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 provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

Then, this obligation shall be void, otherwise the same shall remain in 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 Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them are as corporations having 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.

Principal: _____ (LS.)

Surety: _____ By: _____

SCHEDULE 4
AFFIDAVIT OF NON-COLLUSION

RE: Vehicle Fueling Services

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at _____ in the City/Town/Township/Borough of _____, and State of _____ , of full age, being duly sworn according to law upon my oath depose and say:

1. I am the _____of the firm of _____, the bidder making the bid for the above-named project, services and/or material bid, and I executed the Bid Proposal Form with full authority to do so; and I state that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project and/or material bid, and that all statements contained in the bid and in this Affidavit are true and correct, and made with full knowledge that the Town of Secaucus (the "Town") relies upon the truth of the statements contained in the Bid Documents completed and submitted by the bidder, and in the statements contained in this Affidavit, in awarding the contract for the said project, services and/or material bid.

2. 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 _____.

_____
(Signature of Affiant)

Subscribed and sworn to before me
this _____ day of _____, 20__.

_____
(Printed Name)

_____
NOTARY PUBLIC

_____
(Title)

SCHEDULE 5
AFFIDAVIT, STATEMENT OF COMPLIANCE WITH SPECIFICATION REQUIREMENT AND QUESTIONNAIRE OF BIDDER'S EXPERIENCE AND FINANCIAL RESPONSIBILITY:

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF HUDSON } SS: Town of Secaucus

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Bidder)
of _____, and being duly
(Name of Bidder)
sworn, I depose and say:

1. All of the answers set forth in the attached Questionnaire are true and each question is answered on the basis of my personal knowledge, or based on my diligent inquiry.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Town of Secaucus, to award the Contract to _____.
(Name of Bidder)

3. I understand and agree that the Town of Secaucus will rely upon the information provided in the Questionnaire in determining the lowest responsible bidder to be awarded the contract.

4. I also understand and agree that the Town of Secaucus may reject the bid in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Town of Secaucus to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied, or which should have been supplied, in the Questionnaire to furnish the Town of Secaucus with any information necessary to verify the answers given.

_____
(Signature of Affiant)

_____
(Printed Name)

Subscribed and sworn to before me this
_____ day of _____ 20__.

_____
(Title)

_____
NOTARY PUBLIC

STATEMENT OF COMPLIANCE WITH SPECIFICATION REQUIREMENT

I certify that I have been actively engaged in supplying, servicing, and billing the fuel proposed for a period of at least five (5) years and use my own employees in maintaining the equipment supplied.

_____
Name of Bidder

By_____

Title_____

_____
Witness

QUESTIONNAIRE

This Questionnaire must be completed and submitted as part of the bid. Failure to complete this form or to provide any of the information required herein may result in rejection of the bid.

1. How many years has the bidder been engaged in the business of providing the services or products requested by the Bid Documents under the present firm name?

_____

2. List any other names under which the bidder, its partners or officers have conducted business in the past three (3) years, and the number of years business was conducted under that name.

_____

3. When was the bidder organized, formed or incorporated?

_____

4. List three bank references with contact information:

_____

_____

_____

5. Credit available for this Contract?

_____

6. List the names and home addresses of all the officers of the bidder, noting their position in the Company:

_____

_____

_____

7. List the name of executive who will give personnel attention to the project:

_____

8. Has the bidder ever been adjudged bankrupt or been subject to a receivership or an order of reorganization? If so, give details and particulars.

_____

_____

9. Is the bidder at this time subject to any court order relating to bankruptcy, liquidation or reorganization? If so, give details and particulars.

_____

_____

10. Has the bidder, its partners or officers, failed to perform any contract in the past three (3) years? If the answer is "Yes", state when, where and why. A complete explanation is required.

_____

11. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder, or any of it principals?

_____

12. Has the bidder filed any law suits or requested arbitration with regard to any contracts within the last five years? (If the answer is yes, please attach details).

_____

13. Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization that failed to complete a contract? (If the answer is yes, please attach details).

_____

14. On a separate sheet, list the private and public contracts the bidder is currently performing, giving the name the owner, contract amount, percent complete and scheduled completion date, and owner contact number.

15. On a separate sheet, list the contracts the bidder has completed this past year, giving the name of the owner, owner contact number, contract amount, date of completion.

18. Trade References with contact information:

_____

_____

_____

19. Name of Bonding Company:

_____

_____

20. Name and address (no P.O. Box) of agent authorized to accept service:

_____

_____

SCHEDULE 6

STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP

New Jersey law, N.J.S.A. 52:25-24.2, provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more of such stockholders or partners is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria established in this act has been listed.

Accordingly, this statement must be completed and submitted simultaneously with the bid.

In the case of corporate or partnership stockholders, continue the disclosure on extra sheets until all required individual stockholders or partners are disclosed.

(1) Names and addresses of all stockholders in _____, a corporation, who own ten percent (10%) or more of its stock of any class are:

Names:	Addresses:
_____	_____
_____	_____
_____	_____
_____	_____

(2) Names and addresses of all partners of _____, a partnership, owning an interest therein of ten percent (10%) or greater are:

Names:	Addresses:
_____	_____
_____	_____
_____	_____
_____	_____

(3) Continued information on stockholders or partnerships that are themselves corporations or partnerships (Use extra sheets if necessary and attach).

WITNESS:

_____(seal)
(Contractor)

_____
(Signature)

By:_____
(Authorized Signature)

_____
(Printed Name)

_____
(Printed Name)

_____
(Title)

_____
(Title)

_____
(Date)

_____
(Date)

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 2015

_____
Notary Public
State of _____
My Commission Expires _____

_____
(Signature of Professional)

_____
(Type or print name of Affiant and Title under signature)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ **Proposer:**

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

___ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

___ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Town of Secaucus under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer:
Description of Activities: _____
Duration of Engagement:_____ Anticipated Cessation Date:
Proposer 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 acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the 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):_____ Signature: