BEACON

CITY OF CAMDEN
PURCHASING BUREAU
INVITATION FOR BIDS

This invitation is issued in order to establish a contract to supply the City of Camden, NJ with the commodity or service in accordance with accompanying specifications.

CITY BID NO.: **RE-BID # 20-12**

SPECIFICATIONS FOR: **BODY DAMAGE REPAIRS TO FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION (INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES)**

BID OPENING DATE: **THURSDAY, OCTOBER 8, 2020 @ 11:00 AM**

REMOTE VIEWING INFORMATION:
Link: https://zoom.us/j/95588171901?pwd=S0dBNkZOaEFzdkZyYjZCdzVGQXVmZz09
Meeting ID: 955 8817 1901
Password: 325187
Phone Number: 1(646) 876-9923

SUBMIT BIDS BEFORE BID OPENING TIME TO:
CITY CLERK'S OFFICE
520 MARKET STREET
CITY HALL, ROOM 105
CAMDEN, NJ 08101

BID DEPOSIT:
CERTIFICATE OF SURETY:
PERFORMANCE BOND:

All questions are due by 10:00am on September 30, 2020. Fax to 856-541-9668.

CONTACT PERSON: **LATEEFAH CHANDLER**
PURCHASING AGENT

TELEPHONE NO. **(856) 757-7159**
FAX NO. **(856) 541-9668**

CITY OF CAMDEN
ADVERTISEMENT OF BID

By Virtue of the power of the City Council of the City of Camden, the Purchasing Agent is hereby authorized to receive bids on Thursday, October 8, 2020 at 11:00am in the City Council Chambers, Second Floor, City Hall, 520 Market Street, Camden, New Jersey at which time and place Bids will be publicly opened and read for the following:

RE-BID #20-12
BODY DAMAGE REPAIRS TO FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION
(INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES)

SPECIFICATIONS may be obtained by contacting the Office of the Purchasing Agent at purchasingfax@ci.camden.nj.us.

At the time of published advertisement, City Hall and City Offices are closed to the public. Consequently, the 11:00 a.m. October 8, 2020 bid opening is available remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Time: October 8, 2020 11:00 AM Eastern Time (US and Canada)

Link: https://zoom.us/j/95588171901?pwd=S0dBNkZOaEFzdkZyYjZCdzVGQXVmZz09

Meeting ID: 955 8817 1901

Passcode: 325187

Phone Number: 1(646) 876-9923

The City encourages prospective bidders to deliver their bids before the designated date and time of the opening via certified mail or overnight delivery carrier. If hand-delivered, there is a grey parcel box for drop-offs accessible from the front entrance of City Hall, 520 Market Street, Camden, NJ 08102. Box is available during normal business hours. Bids may not be emailed, faxed or transmitted over the telephone.

Bidders must submit complete and detailed information of the product or service which Bidder proposes to supply.

The right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsive, responsible bidder in accordance with applicable law is expressly reserved by the authority of the City Council of the City of Camden.

NOTE: All bidders are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Bids will not be received after the time specified for the opening of the bids. The City will deem Bids received after the hour appointed invalid and return unopened to the Bidder.

Sealed bids intended for the Purchasing Agent **prior** to the designated time of public opening should be delivered to the Office of the City Clerk, 520 Market Street, City Hall, Room 105, Camden, New Jersey 08101.

Any questions concerning this bid, please contact the City of Camden Purchasing Bureau at (856) 757-7159.

Lateefah Chandler
Purchasing Agent

September 23, 2020

CITY OF CAMDEN
COUNTY OF CAMDEN, NEW JERSEY

Instructions to Bidders and Statutory Requirements

All proposals will be publicly opened and read by the Purchasing Agent of the City of Camden at the time and place indicated in the advertised invitation to bidders. All bids must be submitted on the form of proposal supplied by the City of Camden. Remote Access is available for viewing

I. SUBMISSION OF BIDS

A. City of Camden, Camden County, New Jersey (hereinafter referred to as "City") invites sealed bids pursuant to the published advertisement.

B. Sealed bids will be received by the Purchasing Agent at the time and place stated in the published advertisement, and as such time and place will be publicly opened and read aloud.

C. **At the time of published advertisement, City Hall and City Offices are closed to the public and hand-deliveries of sealed bids for the Purchasing Agent is not permitted. The City will utilize a remote access provider, Zoom Video Communication, for a virtual opening. Refer to the advertisement and specifications for the Zoom meeting link and participation codes.**

D. The bid proposal forms shall be submitted, in a sealed envelope: (a) addressed to the Purchasing Agent of the City of Camden (b) bearing the name and address of the bidder written on the face of the envelope, and (c) clearly marked "BID" with the contract title being bid.

E. It is the bidder's responsibility to ensure that the bid is presented to the Purchasing Agent at exactly the prescribed time and place designated. Bids may be delivered by mail carrier. However, the City disclaims any responsibility for bids mailed incorrectly or misdirected in delivery. Any bidder who mails his bid accepts responsibility for any delay in delivery, including but not limited to delivery to the wrong address. If the bid is delivered prior to the designated time via **certified mail or overnight delivery**, then Section F will be invoked.

F. **Sealed bids intended for the Purchasing Agent, prior to the designated time of public opening should be delivered to the Office of the City Clerk, 520 Market Street, City Hall - Room 105, Camden, New Jersey 08101**. Since City Hall and City Offices are closed to the public, a grey parcel box located in the front entrance of City Hall, 520 Market Street, Camden, NJ 08101 is available during normal business hours for bid drop-offs. The City encourages prospective bidders to deliver their bids before the designated date and time of the opening via certified mail or overnight delivery carrier to the Office of the City Clerk, City Hall, 520 Market Street, Room 105, Camden, New Jersey 08101. However, the City disclaims any responsibility for bids mailed incorrectly, misdirected in delivery or not received by the Purchasing Agent at the prescribed place and time.

CITY OF CAMDEN
RE-BID # 20-12

BODY DAMAGE REPAIRS TO FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION
(INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES)

1. The City of Camden is requesting bids for Body Damage Repairs for City of Camden Fire Apparatus (Pumpers, Rescues and Ladder Trucks). (Including painting, frame. Mechanical – only related to Body Damage issues)

1A. Any questions regarding bid must be directed to the Purchasing Agent, at least seven (7) days prior to opening bid date.

2. Bidders repair facility must be within a twenty (20) mile radius of the City of Camden Bureau of Fleet Management office.

2A. If City requires, Vendor will have 24 hours (weekends excepted), upon notification from the Fleet Management Representative to pick up apparatus.

2B. Vendor is responsible for vehicle from time of hookup (receipt/or drop off until final delivery back to the City of Camden Fleet Management Representative (after repairs completed)

2C. Vendor must have sufficient space to store apparatus inside while truck is in their responsibility, no apparatus is to be left outside, unless authorized by the City of Camden Fleet Representative in writing.

2D. Vehicle body repairs must be started within 48 hours (weekends excepted) upon notification to Proceed with repairs from Fleet Management. Request for extension must be submitted in writing, only two (2) extensions will be authorized on apparatus and written acceptance must be approved by the Fleet Management Representative. Amount of time for extension must be listed.

3. Vendor is required to have five (5) years experience in body damage repairs to Fire Apparatus Equipment.

4. Vendor must provide current copy of the New Jersey Motor Vehicle Commission Auto Body Repair License and the New Jersey Motor Vehicle Commission Heavy Duty Vehicle Endorsement. Include a copy of both license and endorsement with Bid submission.

4A. **Note - (Pursuant to N.J.A.C 13:21-21.2 (d), any licensed auto body repair facility that performs auto body repairs to vehicles with a gross vehicle weight of 14,000 pounds or more must also apply for a Heavy Duty Vehicle endorsement in addition to obtaining an auto body repair facility license. (Copy must be attached if applicable)**

5. **All paint colors are to match and paint finish will not show any bubbles, ripples or blisters.**

5A. **All decaling is to be matched and not show any bubbles, ripples or blistering.**

6. **Vendor facility must be able to perform body damage repairs to various makes, models and GVW's of apparatus. The City currently owns KME's, Pierce's and Seagraves**

6A. **If any work is sublet, City of Camden Fleet Management representative must be notified (in writing) as to the "new" location of the city's vehicle and upon its return to your facility.**

6B. **If any work is sublet, a copy of the mechanic/technicians certifications (ASE, EVT etc.), who worked on City of Camden vehicle must be provided with invoice.**

7. **All work will have an Independent Appraisal attached. No additional (supplemental) work may be done beyond the scope of the Independent Appraisers report, unless authorized in writing by the City of Camden Fleet Management Representative prior to work being done.**
No supplements will be approved for payment if submitted after work is done.

8. **Vendor to repair apparatus based on actual billable labor hours and is not to exceed repair hours outlined in the Guide identified in bid submission (Mitchell or Motor Crash) hourly rate (actual number of hours required for job completion), based on the most current Mitchell Collision Estimating Guide or the Motor Crash Estimating Guide. Copy of book utilized must be provided to the Fleet Management Representative.**

9. The Fleet Management Representative and/or designee will inspect and accept the apparatus back from repairs. If any repairs are not performed to the city's satisfaction, the vehicle will be returned to the vendor for the corrective repairs. All corrective repairs will be performed at the expense to the vendor.

9A. Awarded vendor/s will guarantee their repairs against defects and workmanship, cosmetic repairs and painting for a period of two (2) years.

10. Vendor must provide a secure storage area which can accommodate up to three (3) apparatus at one time.

11. Awarded vendor must complete repairs based on the Independent Appraisers timeline (upon written notification from the Fleet Management Representative). Vehicles serviced under this contract represent vehicles that perform vital services to the City of Camden and it is critical that they be repaired and returned to service without delay by the allotted completion time. After the third instance of failing to complete repairs within the agreed upon timeline, the vendor's contract may be subject to review. Any request for an Extension must be submitted to Fleet Management Representative.

12. Vendor must notify the city representative if any electrical repairs need to be performed. All Electrical repairs to apparatus still holding manufacturer warranty's, shall be performed by the authorized vehicle dealer's facility.

13. A Resume of shop and Personnel is to be included (include copy of any certifications of mechanics whom might work on City of Camden Apparatus).

14. A Monthly statement detailing any open invoices from prior months must be provided to Fleet Management Representative by the tenth (10th) calendar day after the close of each month.

14A. Invoices are due to Fleet Management Representative within 72 hours of completion of repairs (Weekends are the only exception)

15. Each bidder must include a reference listing with the names of at least two (2) other corporate accounts or Municipalities for whom they have/are currently providing contracted vehicle body damage repairs, during the last two (2) years. Failure to submit this information with the bid may subject bidder to disqualification.

16. The Bureau of Fleet Management will be the liaison between the City of Camden and the successful bidder.

17. All invoices (including any sublet work), must have the following information or invoice information sheet attached (will be provided to awarded vendor). Tag number of vehicle, VIN number , Make, Model, Mileage in/out, date in/out, Mechanics Name performing repair work, Body shop technicians name performing body work, warranty information on parts and repairs and paint.

17A. Invoice must break down clearly number of labor hours/hourly rate, parts price, discount and extended price.

18. The award of this contract is predicated on an hourly rate charged. If required due to an hourly rate standoff (identical rate between bidders), the Acquisition (contractor's Purchased Parts Price) (+ or -) % will be evaluated to determine the lowest responsible bidder.

19. All replacement parts on vehicles are to have OEM parts installed, in order to return vehicle to its original state, unless authorized by Fleet Representative.

19A. The city reserves the right to use LKQ or used parts at its discretion, upon discussion with contractor, and to provide any parts the city may have available.

20. All parts removed from City of Camden vehicles/trucks must be returned to the city of Camden representative/Designee when vehicle is returned.

21. This contract does not include: Tractors, Backhoes, Loaders.

Terms of Contract

1.1 THE TERM OF THIS CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR WITH A 2ND YEAR OPTION AT THE DISCRETION OF THE CITY OF CAMDEN. PRICING TO REMAIN THE SAME FOR THE 2ND YEAR.

1.2 CONTRACT WILL COMMENCE UPON COMPLETION OF EXECUTED CONTRACT AND RECEIPT OF PURCHASE ORDER BY CONTRACTOR.

CITY OF CAMDEN
RE-BID # 20-12

BODY DAMAGE REPAIRS TO FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION
(INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES)

Page 5

PROPOSAL PAGE

1. Pumpers (Rescues/Squads)
1500 hours (more or less)
(Body, Paint and Clear coat labor pricing)

1500 X $ 105.00 **hourly rate $** 157,500.00 **Total**

1A. Ladder Trucks (Including Tillers)
1500 Hours (More or less)
(Body, Paint and Clear coat labor pricing)

1500 X $ 105.00 **hourly rate $** 157,500.00 **Total**

1B. Mechanical
(Only as a result of Body Damages)
750 hours (more or less)

750 X $ 125.00 **hourly rate $** 9375.00 **Total**

Grand Total $ 324,375.00
Total of number 1 + 1A + 1B

Note: Award of Contract is predicated on items #1 through #1B

2. Acquisition (contractor's Purchased Parts Price)

2A. O.E.M. Parts + 30 % **OR** -- _____ %

2B. LKQ (Aftermarket) Parts + 30 % **OR** -- _____ %

2C. Used Parts + 30 % **OR** -- _____ %

CITY OF CAMDEN
RE-BID # 20-12
BODY DAMAGE REPAIRS TO FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION
(INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES)

VENDOR INFORMATION SHEET

VENDOR NAME: Beacon Auto + Truck Collision Center

PRIMARY CONTACT PERSON: John Perozzi Jr

ADDRESS: 6712 S. Crescent Blvd

Pennsauken, NJ 08109

PHONE: 856-662-3077 ***FAX:*** 856-662-0909

EMAIL (CONTACT PERSON) John@BeaconAT.com

CITY OF CAMDEN
RE-BID # 20-12
BODY DAMAGE REPAIRS TO FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION
(INCLUDING PAINTING, FRAME REPAIRS AND MECHANICAL REPAIRS Only Related to BODY DAMAGES)

Lateefah Chandler, Purchasing Agent
City of Camden, Department of Purchasing
Room 213, City Hall
Camden, NJ 08101

Dear Ms. Chandler:

The undersigned hereby declares and acknowledges that they have carefully examined and fully understands the Specification, Instructions to Bidders and the form of advertisement in connection herewith and is familiar with conditions thereof.

The undersigned proposes to furnish the following services for the City of Camden on an as needed basis.

BODY DAMAGE REPAIRS - FIRE APPARATUS EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A 2ND YEAR OPTION

VENDOR NAME John Perozzi Jr

SIGN HERE _____

TITLE President

COMPANY Beacon Auto & Truck Collision

ADDRESS 6712 S. Crescent, Pennsauken NJ

TELEPHONE 856-662-5077

EMAIL OF AUTHORIZED REPRESENTATIVE John@Beaconat.com

New Jersey
Motor Vehicle Commission

ACCOUNTING NUMBER
FOR COMMISSION USE
ONLY

BL20182420000083

246610

THIS IS TO CERTIFY THAT THE **MOTOR VEHICLE COMMISSION** HAS REGISTERED

08106 59080 81090 ◄ CORPCODE

BEACON AUTO & TRK COL CT IN
6712 S CRESCENT
PENNSAUKEN, NJ 08109

AS A **HEAVY DUTY VEHICLE AUTOBODY REPAIR FACILITY** IN ACCORDANCE
WITH THE PROVISIONS OF N.J.A.C. 13:21-21.2(d)

08-30-2018	09/2020	000013
DATE OF ISSUE	EXPIRATION DATE	I.D. NUMBER

IN ANY INQUIRY, PLEASE INCLUDE I.D. NUMBER

B. Sue Fulton, Chief Administrator

BLC-1 (11/04)

ACCOUNTING NUMBER
FOR COMMISSION USE
ONLY

BL20182420000081

246611

New Jersey
Motor Vehicle Commission

THIS IS TO CERTIFY THAT THE **MOTOR VEHICLE COMMISSION** HAS LICENSED

08106 59080 81090 ◄ CORPCODE

BEACON AUTO & TRK COL CT IN
6712 S CRESCENT
PENNSAUKEN, NJ 08109

AS A **FULL SERVICE AUTOBODY FACILITY** IN ACCORDANCE
WITH THE PROVISIONS OF N.J.S.A. 39: 13-1.

[Not Transferable]

08-30-2018	09/2020	01149A
DATE OF ISSUE	EXPIRATION DATE	I.D. NUMBER

IN ANY INQUIRY, PLEASE INCLUDE I.D. NUMBER

B. Sue Fulton, Chief Administrator

BLC-1 (R 8/04)

New Jersey and local licenses and certifications necessary to perform the auto body repair services

1) New Jersey Full Service Auto Body license – License # 01149A
2) New Jersey Haz. Waste Compliance Monitoring certificate – Certification Number 0111029500
3) New Jersey Air Quality Permit Program certificate – Certification Number 00097330200
4) New Jersey Annual Life Hazardous Use Registration – Registration Number 0427-44555-001-01
5) New Jersey Life Hazard Use Certificate of Registration – Certification Number 1362145
6) Camden County Div. of Heath, air pollution program certificate – Certificate Number 551350DC
7) Township of Pennsauken Toxic and Hazardous Substance permit – Permit 4253
8) New Jersey Uniform Fire Code Certification of Inspection – State Registration Number 0427-44555-001-01
9) New Jersey Uniform Fire Code Certification of Inspection – Local Registration Number 0458

All licenses are on file at:

Beacon Auto & Truck Collision Center
6712 S. Crescent Blvd
Pennsauken, NJ 08109

BEACON AUTO & TRUCK
COLLISION CENTER
6712 S. CRESCENT BLVD
PENNSAUKEN, NJ 08109
(856) 662-3077
FAX (856) 662-0909

NJ Auto Repair License # 01149A
NJ Auto Repair License # 00013 (Heavy Equipment)

Federal Tax ID # 210-666-132-000

Principal Owners	**John Perozzi, Jr President**
Managers	**Katrina McCoy** **William Fullerton**
Business Background	**Started June 1948** **Incorporated August 1954**

Beacon Auto & Truck Collision Center is a well-established, highly recognized auto and truck repair facility. The company has the staff, equipment, and space necessary to handle any and all type of auto and truck repair and refinishing. Beacon has the reputation with both the public and insurance companies for providing high quality work. The facility is located on nearly a full city block and the buildings provide over 27,500 square feet of indoor working space. Also, Beacon has a 1.7 acre storage area that is completely fenced, has 24-hour lights, Video surveillance cameras and is alarmed directly to the police station. Part of the storage also includes a weather protected underground area.

Staff

A total professional staff of eleven:
5 Metal Men (I Car, ASE, & Car-o-liner Certified)
2 Painters (Sikkens & DuPont Certified)
4 Office staff (CCC, ADP, Scene Genesis & Scene Access Certified)

BEACON AUTO & TRUCK
COLLISION CENTER

Equipment

5 Car-o-liner Unitized Body Benches – One drive on
1 Bear Frame & Alignment Machine
3 Saima Down Draft Paint Booths
1 DeVilbis Cross Draft Paint Booth
1 Future Cure 64' Truck/Limousine Paint Booth
1 Weaver Auto Lift
5 Solar MIG Welders
1 Solar Alum. Welder
1 Solar Plasmas Cutter
5 Computer Systems
1 DuPont Computerize Paint Mixing System
1 BASF – Diamont Paint System

Recent DRP/VRP Shop Programs

- **Selective Insurance Company**
- **CSAA Insurance DRP**
- **Lynx Select Auto Program**
- **CEI Auto Claims Service Program**
- **American Commerce Auto Claims Program**
- **Fireman's Fund Auto Care Program**
- **Hanover Allmerica Financial Company Claims Program**
- **CAN Commercial Insurance Program**
- **Chubb Group of Insurance Companies Direct Repair Program**
- **Mercury Insurance Company Direct Repair Program**
- **Farm Family Insurance Direct Repair Program**
- **Fireman's Fund Car Care Program**
- **Innovated Auto Care Program**
- **New Jersey Skylands Auto Repair Program**
- **Government Service Administration Repair Facility**
- **Cincinnati Financial Insurance**

More detailed information is available, upon request.

CUT ALONG DASHED LINE TO DETACH THE WALL CERTIFICATE

National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

JOHN PEROZZI JR

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

MASTER COLLISION REP./REFINISH TECH.

AREAS OF DEMONSTRATED COMPETENCE	EXPIRES
PAINTING AND REFINISHING	DECEMBER 31, 2014
NONSTRUCTURAL ANALYSIS AND DAMAGE REPAIR	JUNE 30, 2014
STRUCTURAL ANALYSIS AND DAMAGE REPAIR	DECEMBER 31, 2014
MECHANICAL AND ELECTRICAL COMPONENTS	JUNE 30, 2014

** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **

GIVEN THIS 31ST DAY OF DECEMBER 2009, AT LEESBURG, VIRGINIA

KT3GV1WL4EDMEA
IDENTIFICATION NUMBER

Timothy A. Zilke

TIMOTHY A. ZILKE, President

I-CAR®

Certificate of Course Completion

Processing Vehicle Salvage

John Perozzi

Thank You for Committing to Training, Knowledge and Skills that Contribute to Complete, Safe and Quality Repairs.

Completion Date

9/19/2020

CUT ALONG DASHED LINE TO DETACH THE WALL CERTIFICATE

National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

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** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **

GIVEN THIS 31ST DAY OF DECEMBER 2009, AT LEESBURG, VIRGINIA

KT3GV1WL4EDMEA
IDENTIFICATION NUMBER

Timothy A. Zeke
TIMOTHY A. ZEKE, President

is awarded this

JOHN PEROZZI JR

Certificate of Accomplishment

indicating completion of the following
PPG Refinish Training Course

EPA Area Source Rule - Painter Training Certification

(40 CFR Part 63 Subpart HHHHHH National Emission Standards for Hazardous Air Pollutants: Paint Stripping and Miscellaneous Surface Coating Operations at Area Sources).

DATE *March 16, 2010*

MANAGER OF REFINISHING TRAINING

AWARDED AT *Glen Burnie, MD*

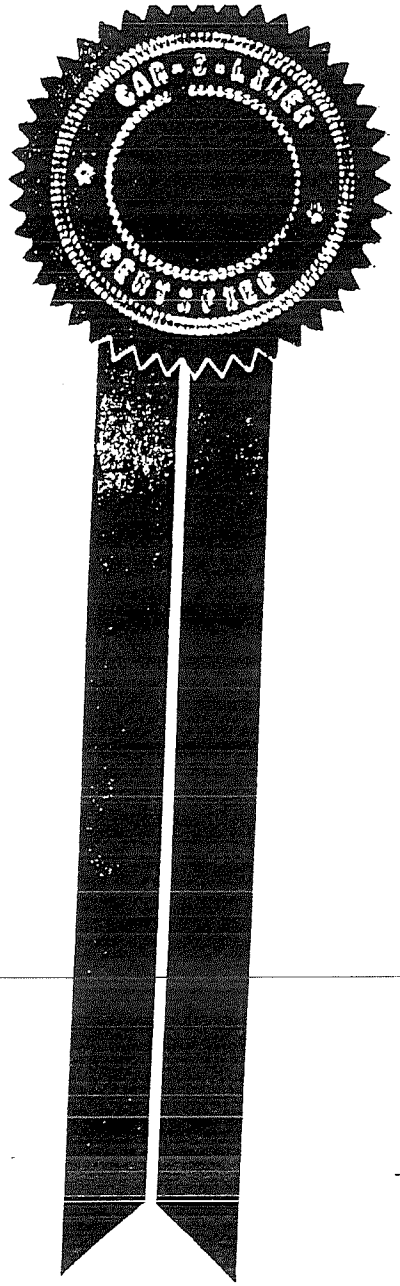
TRAINING INSTRUCTOR

Keep the following for your records (good for 5 years).

1.) This certificate
2.) Course outline
3.) Completed final test

PPG INDUSTRIES
STRONGSVILLE, OH 44136

TRN9B 5/09



Car-o-liner

This certifies that

JOHN PEROZZI JR

has satisfactorily completed training as a Certified Technician for Car-o-liner, the precision system for accurate auto body repairs.

August 15 2011
DATE

Larry Brolsma
TRAINING SUPERVISOR

PRESIDENT

I-CAR®

Certificate of Course Completion

Determining Overall Vehicle Repairability

John Perozzi

Thank You for Committing to Training, Knowledge and Skills that Contribute to Complete, Safe and Quality Repairs.

Completion Date

9/19/2020

BEACON AUTO & TRUCK
COLLISION CENTER
6712 S. CRESCENT BLVD
PENNSAUKEN, NJ 08109
(856) 662-3077

LIST OF CUSTOMERS - FIRE DEPARTMENTS AND VEHICLE TYPES ESTIMATED AND/OR REPAIRED

BUENA VISTA FIRE DEPT	PIERCE
BOONTON FIRE DEPT	SEAGRAVE
BRIDGETON FIRE DEPT	SIMON DUPLEX
CAMDEN FIRE DEPT	SEAGRAVE & MACK
CLIFTON FIRE DEPT	SEAGRAVE
CHERRY HILL FIRE DEPT	SEAGRAVE
CINNAMINSON FIRE DEPT	MARION
CLIFTON FIRE DEPT	SEAGRAVE
COLLINGSWOOD FIRE DEPT	MARION
ERIAL FIRE DIST. 6	GRUMMAN
LANSDOWNE FIRE DEPT	SEAGRAVE
LITTLE FALLS FIRE DEPT	SEAGRAVE
LITTLE FERRY FIRE DEPT	SEAGRAVE
GARFIELD FIRE DEPT	SEAGRAVE
GLOUCESTER FIRE DEPT	PIERCE & FORD
GROVEVILLE FIRE DEPT	SEAGRAVE
JEFFERSON TOWNSHIP FIRE DEPT	SEAGRAVE
MANTUA FIRE DEPT	GENERAL MOTORS BODY
MAPLE SHADE FIRE DEPT	GRUMMAN
MOORESTOWN FIRE DEPT	PIERCE
NATIONAL PARK FIRE DEPT	FORD
NEW YORK CITY FIRE DEPT	SEAGRAVE
NEW BRUNSWICK FIRE DEPT	SEAGRAVE
NORTH BRANCH FIRE DEPT	SEAGRAVE
PARSIPPANY FIRE RESCUE	FRIEGHTLINER
PAULSBORO FIRE DEPT	SAULSBURY FIRE
PENNSAUKEN FIRE DEPT	AMERICAN LEFRANCE & HME
RELIANCE FIRE COMPANY	SEAGRAVE
VALERO FIRE COMPANY	FORD BODY
VCI EMERGENCY EQUIPMENT	FORD BODY
VINELAND FIRE DEPT	SEAGRAVE
WATERFORD FIRE DEPT	HME
WESTMONT FIRE DEPT	KME
WILLINGBORO FIRE DEPT	SEAGRAVE
WOOLWICH FIRE DEPT	FREIGHTLINER
WOODBRIGE FIRE DEPT	SEAGRAVE
WOODBURY HEIGHTS FIRE DEPT	HAHN

BIDDER'S CHECK LIST

Each bidder is reminded that every proposal must be submitted in a sealed envelope with the name of the contract and bidder affixed. Each bid package must include the following documents:

Items submitted with bid
(Bidder's **INITIALS**)

⇩

1. * **Acknowledgment of Receipt of any Addenda or Revisions (if any)**
2. * P.L. 1999 Chapter 238 – Proof of "Public Works Contractor Certificate of Registration" and Designated Subcontractors - Prior to award, but effective at time of bid **(if applicable)**
3. * **List of Designated Subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel)** N/K
4. * **Bid Guarantee (if applicable)** N/K (NOT "X")
5. * **Bid Bond, Certified Check or Cashier's Check (if applicable)** N/A (NOT "X")
6. * **Certificate from a surety company (Consent of Surety) (if applicable)** N/A (NOT "X")
7. Bid Proposal on the City's Proposal Form (Enclosed)
8. Affirmative Action Regulation
9. Construction Contract Form AA101
10. * **Statement of ownership**
11. Non-Collusion Affidavit
12. Certification of Bidder Regarding Non-Discrimination
13. Copy of N.J. Business Registration Certificate - Bidder
14. Copy of N.J. Business Registration Certificate – Designated Subcontractor(s)
15. Bidder Information Sheet
16. Right to Extend Award
17. Equipment Certification

18. Ethics Complaint Affidavit

19. Federal Non-Debarment Certification

20. Disclosure of Investment Activities in Iran

* **MANDATORY REJECTION**

PRINT NAME OF BIDDER: JOHN PERAZZI JR - BRAUN AUTO

SIGNED BY:

PRINT NAME AND TITLE: JOHN PERAZZI JR

DATE 10.5.20

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL ITEMS

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

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

H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

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

J. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

K. Bidder should be aware of the following statues that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation;
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty;
- N.J.S.A. 2C:27-11 provides that a bidder commits a crimes if said person directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant;
- Bidders should consult the statutes or legal counsel for further information

II. BID SECURITY

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

A. ( ) BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not to excess of $20,000.00 payable unconditionally to the City. When submitting a Bid Bond, it shall contain valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents for the full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit this shall be cause for rejection of the bid.

B. ( ) CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance and Payment Bonds in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this shall be cause for rejection of the bid

C. ( ) PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A 40A:11-22

C. ( ) LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.

D. ( ) MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of one hundred percent (100%) guaranteeing against defective quality of work or materials for the period of (N.J.S.A. 40A:11-16.3):

2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City.

III. SUBMISSION REQUIREMENTS

At the time of published advertisement, City Hall and City Offices are closed to the public. Consequently, the 11:00 a.m. October 8, 2020 bid opening is available remotely at the following Zoom Video Communication link (or phone number), meeting ID and Password:

Time: October 8, 2020 11:00 AM Eastern Time (US and Canada)

Link: https://zoom.us/j/95588171901?pwd=S0dBNkZOaEFzdkZyYjZCdzVGQXVmZz09

Meeting ID: 955 8817 1901

Passcode: 325187

Phone Number: 1(646) 876-9923

The City encourages prospective bidders to deliver their bids before the designated date and time of the opening via certified mail or overnight delivery carrier. At this time, hand delivery of the bid is not feasible. Electronic submissions are not permitted.

IV. INTERPRETATION AND ADDENDA

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

Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied documents. Respondents are urged to contact the City for official documents.

B. Bidders are expected to examine the specifications and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event, the bidder fails to

notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. Exceptions to Specifications

If the bidder's specifications for furnishing products or equipment are in any respect not the equivalent of the detailed City specifications, this discrepancy must specifically be called to the attention of the City in the bidder's proposal.

The City shall review the exceptions, if any, as noted and the reasons for those exceptions, and reserve the right to either reject or accept the exceptions and reasons as noted, it proves to be in the best interest of the City to do so.

D. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City representative stipulated in the bid and faxed to 856-541-9668. In order to be given consideration, written requests for interpretation must be received at least eight (8) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions may be in the form of a written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with **N.J.S.A. 40A:11-23c-2.3.** All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

E. Discrepancies in Bids

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

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event, there is an error of the summation of the extended totals; the computation by the City of the extended totals shall govern.

3. In the event that there is a discrepancy between the advertisement, as published, and the City supplied bid documents, the bid documents shall govern.

F. Recommended Pre-Bid Conference

If applicable, as stated in the advertisement for bid. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

V. BRAND NAMES, PATENTS & STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form.

It is the responsibility of the bidder to demonstrate the equivalency of an item(s) offered. The City reserves the right to evaluate equivalency of an item(s), which in its deliberations meets its requirements. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. Vendor's literatures WILL NOT suffice in explaining exceptions to these specifications.

In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

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

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

D. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms

and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VI. INSURANCE & INDEMNIFICATION

A. Insurance Requirements (when applicable)

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. The minimum Employer's Liability $100,000.00.

2. General Liability Insurance

This insurance shall have limits of not less than $1,000,000.00 any one occurrence and $1,000,000.00 any one personal and advertising injury and products operation aggregate and $2,000,000.00 general aggregate and shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance

This insurance covers bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000.00 for any one person and $1,000,000.00 any one accident for bodily injury and $1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City of Camden as an additional insured. Certificates for Worker's Compensation and Employer's Liability Insurance shall also be submitted.

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

C. Indemnification

Successful bidder will indemnify and hold harmless the City from all claims, suits or actions and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement; the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract

VII. PREPARATION OF BIDS

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

B. Estimated Quantities (Open-End Contracts)

The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the actual amount ordered differs than that submitted for bidding. The City reserves the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10.

NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

VIII. STATUTORY AND OTHER REQUIREMENTS

A. Prompt Payment of Construction and Goods and Services Contracts

P.L. 2006, c.96 known as the "Prompt Payment" Law, Chapter 96 establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors.

P.L. 2018, c.127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL)

B. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and/or Department of Labor & Workforce Development provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA-201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

3. Construction & Demolition Contracts

All signs shall be removed at the time the job is completed. This requirement is a condition precedent to receipt of final payment.

4. Construction Requirements

Contractor shall fulfill all requirements imposed by the State of New Jersey and Federal governments on expenditures, grants, and other uses of money derived by the CITY from the State of New Jersey and the Federal governments. The contractor shall comply with all applicable laws, ordinances, and codes of the City of Camden.

C. Americans with Disabilities Act of 1990

Discrimination of the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the City harmless.

D. New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

E. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25, et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor is then required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payroll records in the form set forth in N.J.A.C. 12:60-6.1(c), It will be the contractor's

responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Wage & Hour Compliance.

The current Camden County prevailing wage rate(s) to be utilized can be found at the following website:

https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html

F. Statement of Ownership

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the** bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent (10%) or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

G. NJ Election Law Enforcement Commission (ELEC)

Contractors are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.26-20.27 (P.L. 2005, c.271, s.3) if a Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is a 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.

H. The New Jersey Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.)

The manufacturer or supplier of a chemical substance or mixture shall label them in accordance with N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq. All direct use containers shall bear a label indicating the chemical name(s), and the Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container or their trade secret registry number(s) pursuant to N.JA.C. 8:59-5. Further all applicable Material Safety Date Sheets (MSDS) - hazardous substance fact sheet -- must be furnished. All containers which are stored on site or in a City facility by the contractor or subcontractor shall display RTK labeling. Any questions regarding labeling, contact NJ Department of Health EOHAP.

I. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

J. Proof of Business Registration

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue and Enterprise Services, prior to bid submission or conducting business in the State of New Jersey.

K. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid, proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job. No contractor/subcontractor will be permitted to bid on or engage in

any contract for public work, as defined in N.J.S.A. 34:11-56.2 et. seq. unless that contractor/subcontractor is registered with the NJDOL. It applies to contractors/subcontractors based in New Jersey or in another state. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirement.

Therefore, all contractors are required to be registered and should submit a copy of their New Jersey Department of Labor & Workforce Development Public Works Contractor "Registration Certificate" with their bid. Any contractor not in possession of such a certificate will not be permitted to bid or engage in a contract.

L. Listing of Subcontractors

P.L 1997, c408 that amended the Local Public Contracts Law at N.J.S.A. 40A-11-16, The amendment established a requirement relating to the submission of construction bids, when the single prime contracting model is used, i.e., where all the work and materials required to complete the project are to be included in a single overall contract.

The law requires that, for single prime contracting bids, bidders that propose using more than one subcontractor for any of the four specialized "sub-prime" categories must submit a certificate with their bids listing each subcontractor named in the bid for that category. Specifically, "the certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract."

M. Maintenance of Documents

Pursuant to N.J.A.C. 17:44-2.2, the City of Camden shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

IX. RESERVATION OF CITY COUNCIL

The City Council will award the contract to the lowest responsible, responsive bidder, but reserves the right to reject any or all proposals and to waive any immaterial informality as may be permitted by law.

X. METHOD OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The City may award the work on the basis of the Base Bid, combined with such Options/Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Bids only, it will be made to the responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options/Alternates, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The City may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City. **Intentions of this nature must be spelled out in detail with the subject bid - Note this under exceptions.**

XI. REJECTION OF BID

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

B. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

C. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names or an agent representing competing bidders shall not be considered.

D. Unbalanced Bids

Bids, which are obviously unbalanced, may be rejected.

E. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, may be rejected.

F. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sunday and holidays excepted, the City may then, at its option, accept the bid of the next lowest responsible bidder.

XII. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. The City may terminate this contract at its convenience at any time by giving written notice to contractor of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. In the event, all finished or unfinished materials prepared under this agreement shall at the option of the City become its property. In the event of termination for the convenience of the City, contractor shall be paid in accordance with the amount expended in performing its services, and for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

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

D. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.

E. In case of default by the successful bidder, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

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

G. All contracts and agreements entered into by the qualified municipality during the rehabilitation term pursuant to P.L.2002, c.43 (C.52:27BBB-1 et al.) shall contain provisions stating that the City may upon 30 days' notice, terminate the contract or agreement for any reason without payment of penalty or damages.

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT
OF
NOTICES, REVISIONS OR ADDENDA
TO
THE ADVERTISEMENT OR BID DOCUMENTS

The undersigned bidder hereby acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revision or Addendum No.	**Date of Notice, Revision or Addendum**

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Owner.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

LISTING OF PRIME SUBCONTRACTORS

#11 N.J.S.A. 40A:11-16

Plumbing and Gas Fitting:

In order to be a Plumbing Contractor in the State of New Jersey a Master Plumber licensed in accordance with N.J.S.A. 45:14C, et seq., must own ten percent (10%) of the firm (N.J.S.A. 45:14C-2(d) and (h).

Subcontractor Name, Address and Telephone Number

_____

_____

Name of Master Plumber:_____ License No._____

Electrical Work:

In order to be an Electrical Contractor in the State of New Jersey a licensed and business Permit must be obtained in accordance with N.J.S.A. 45:5A-9 of the "Electrical Contractors Licensing Act"

Subcontractor Name, Address and Telephone Number:

_____

_____

Business Permit No:_____ License No._____

Heating, Ventilating and Air Conditioning:

_____

_____

Structural Steel and Ornamental Iron:

_____

_____

LISTING OF SUBCONTRACTORS

#11-A N.J.S.A. 40A:11-16

Subcontractor Name, Address and Telephone Number

_____

_____

Subcontractor Name, Address and Telephone Number

_____

_____

Subcontractor Name, Address and Telephone Number

_____

_____

Subcontractor Name, Address and Telephone Number

_____

_____

Subcontractor Name, Address and Telephone Number

_____

_____

Subcontractor Name, Address and Telephone Number

_____

_____

Subcontractor Name, Address and Telephone Number

_____

_____

***If applicable, must have a valid NJ Business Registration Certificate/Public Works Contractor Certification of Registration at time of bid submission.**

CITY OF CAMDEN

CONSENT OF SURETY

TO: John Perozzi Jr
(OWNER)

RE: Beacon Auto + Truck Collision Center
(CONTRACTOR)

Body Damage Repair to Fire Apparatus
(PROJECT DESCRIPTION)

This is to certify that the Selective Ins Co
(Surety Company)

Will provide to John Perozzi Jr a Performance Bond
(Owner)

In the full amount of awarded contract along with any other applicable bonds, in the event that said contractor is awarded a contract for the above noted project.

Beacon Auto + Truck Collision
(Contractor)

(Authorized Agent of Surety Company)

Date: 10/5/20

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) & N.J.A.C. 17:27

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report in accordance with N.J.A.C 17:27 et. Seq. The certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

OR

3. An Affirmative Action Employee Information Report (Form AA302) completed by the bidder and submitted to the Division with a check or money order for $150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the City. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

OR

4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATION OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

   YES ____ NO X

   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

   YES ____ NO X

   If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and agrees to furnish the required documentation pursuant to the law.

COMPANY: Barlow Auto + Truck SIGNATURE: _____

TITLE: President

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, within the time frame.

FORM AA 101 INFORMATION
ENFORCEABLE AFFIRMATIVE ACTION RULES AND REGULATIONS PERTAIN TO THIS BID

The participation of certified MBE firms and active recruits of minority workers and City residents is of great interest to the City of Camden in evaluating bids.

For any construction contract in excess of $50,000, a Contractor must comply with all the requirements of City of Camden Code, Chapter 14, Affirmative Action, including but not limited to, Article III, Hiring Goals which include twenty-five percent (25%) of the work hours to be furnished by minority workers and forty percent (40%) of the work hours to be furnished by City residents. Alternatively, a Contractor can establish the good faith efforts it made to meet the above goals.

For all construction contracts, Bidders are to actively recruit subcontractors, which are Minority-owned Business Enterprises (MBEs) and must comply with Chapter 14, Affirmative Action, Article IV, Minority Business Enterprise Goals, sections 14-13 and 14-14. Alternatively, a Contractor can establish the good faith efforts it made to meet these goals as indicated in Chapter 14.

For Contracts involving certain HUD funding, Section 3 applies. A contractor must comply with all HUD Section 3 rules and regulations. Contractors and subcontractors are required to provide employment and other economic opportunities, to the greatest extent possible, to Section 3 residents and business concerns, which provide economic opportunities to qualifying residents. If a contractor cannot meet HUD's goals, the contractor must establish the best efforts it made to meet the goals; describe barriers it encountered or provide other relevant information that will allow the Affirmative Action Officer and the Affirmative Action Review Council to render an Affirmative Action compliance determination. Refer to the following link for more information - https://www.hud.gov/program_offices/fair_housing_equal_opp/section_3_publications_and_regulations

For bids involving federal aid set-aside, Disadvantaged Business Enterprise (DBE) and/or Emerging Small Business Enterprise (ESBE) or Small Business Enterprise (SBE) goals established in consultation with the New Jersey Department of Transportation (NJDOT), the bidder/contractor must meet the established hiring goal(s), or alternatively, the bidder/contractor must establish the good faith efforts it made to meet the goal(s).

For set-aside contracts where a MBE/WBE/VBE goal has been established by the City pursuant to Chapter 33, Minority, Women, and Veteran-Owned Business Set-Aside Program, a Contractor must meet the goal(s) established pursuant to section 33-5 of Chapter 33, or alternatively, establish the good faith efforts it made to meet the goal(s) as indicated in section 33-6 of Chapter 33.

For good faith efforts, please see the applicable sections: NJDOT BDC17S-12, Civil Rights Requirements, Section 102.13, Consideration of Bids; sections 14-31 and 14-32 of Chapter 14 of the City of Camden Code, Affirmative Action; and section 33-6 of Chapter 33

of the City of Camden Code, Minority, Women, and Veteran-Owned Business Set-Aside Program.

For federal aid set-aside construction projects, Contractor should review NJDOT BDC17S-12, Civil Rights Requirements, Section 102.13, Consideration of Bids for forms to be submitted, including but not limited to, Form CR-266, Form CR-273, Form CR-272 and Form CR-274. Form AA-101 is also to be included with the Bidder's bid submission. City and NJDOT Officials will review the bidder's submission.

For all City construction projects or City projects where a set-aside has been established pursuant to City Code Chapter 33, without exception, a fully legible Form AA-101 must be included with the Bidder's bid submission. Once submitted with the bid submission, revisions to the AA-101 Form will not be accepted. Goals must be established in the bid submission. However, the Affirmative Action Officer may seek documents and other information with regard to good faith efforts or best efforts after the bid opening date. **PLEASE NOTE: ALL CONTRACTOR'S EFFORTS THAT ARE TO BE REVIEWED BY THE AFFIRMATIVE ACTION OFFICER AND ULTIMATELY BY THE AFFIRMATIVE ACTION REVIEW COUNCIL SHALL ONLY FOCUS ON EFFORTS THAT TOOK PLACE PRIOR TO THE BID OPENING DATE. These efforts are to be reported by the contractor in its bid submission, including on Form AA 101. These efforts are also to be reported in the contractor's written affirmative action plan.** The contractor's written affirmative plan shall only improve upon the contractor's desire to attain the goals but in no way shall lessen or alters the initial AA-101 form submitted with the contractor's bid.

After bids are received but prior to the award of such contract by City Council, the low bidder and its principal subcontractors will be required to attend a pre-award conference. The low bidder will also be required to submit an Affirmative Action Plan documenting the low bidder method (s) for complying with the relative articles of affirmative action to the Affirmative Action Officer at least three (3) business days before this pre-award conference date. The purpose of the pre-award conference will be for the Affirmative Action Officer to evaluate the low Bidder's Affirmative Action Plan(s) to determine whether the plan complies with the provisions of Chapter 14, Section 3, if applicable, or Chapter 33, if applicable, and to examine the bidder's past performance with respect to complying with the applicable articles of affirmative action.

The Affirmative Action Review Council (AARC) will review the low Bidder's Affirmative Action Plan and then make a recommendation to City Council regarding the award of the construction contract.

Evidence submitted by the Bidder and responses to questions posed by the Affirmative Action Officer and the AARC will be considered by the Affirmative Action Officer and the Affirmative Action Review Council in evaluating Bidder's bid submission in determining whether Bidder met the goals in the bid specifications, or alternatively, established good faith efforts to do so.

A developer/contractor awarded a contract with the City of Camden must continue to comply with all of the applicable requirements including the good faith or best efforts defined by the contractor's own written affirmative action plan throughout the duration of the project or penalties may be imposed pursuant to Section 3, if applicable, Section 14-35 of Chapter 14 or section 33-16 of Chapter 33, as applicable.

Form AA-101 (Page1)

Identify all current employees, including city residents, who will be working on this project and identify the Work Classification.

City _____

Work Classification	Name of Employee	Minority • Yes	Minority • No	Resident Yes	Resident No	Section 3 Resident (Y/N)
ESTIMATOR	JOHN PERUZZI JR		X		X	
BODY + PAINT	TONY ORTIZ	X		X		
BODY + PAINT	RON GRANDE		X		X	

*use additional sheets if necessary

- Pursuant to Chapter 14 of the Camden Code, "Minority Group Members are persons as are defined in section 14-1 of Chapter 14 of the Camden Code, Affirmative Action. Section 3 residents are as defined by HUD rules and regulations.

Number of additional employees, if any, to be hired for this Project N/A

How many of these additional employees will be City Residents? _____

How many of these additional employees will be Section 3 Residents? _____

Are you or your company a certified DBE/MBE/WBE/VBE/ESBE/SBE, Section 3 or Other Classification(s) who will be performing working on this Project?

_____ YES _____ NO

If yes, identify the type of firm your company is and how your company was certified:

_____ DBE _____ MBE _____ WBE _____ VBE

_____ ESBE _____ SBE _____ Section 3 _____ Other

Certifying entity:

_____ Federal Government _____ State of New Jersey _____ Affirmative Action Review Council _____ Other

List other certifying entity here:

_____

Form AA-101 (Page3) N/A

FOR EVERY SUBCONTRACTOR CONTACTED BY YOUR COMPANY FOR THIS PROJECT, INCLUDING THE SUBCONTRACTOR(S) THAT WILL BE USED FOR THIS PROJECT, FILL IN THE BELOW FORM

SUBCONTRACTOR NAME	ADDRESS	TELEPHONE NUMBER (with area code)	INDICATE IF CERTIFIED SECTION 3 BUSINESS OR DBE, MBE, WBE, VBE, ESBE, SBE, OTHER OR NONE AND PROVIDE ALL CERTIFICATIONS	TYPE OF WORK (ELECTRICALPAVING, ETC.) TO BE PERFORMED OR MATERIALS TO BE SUPPLIED	NAICS CODE(S)	DATE CONTACTED	INDICATE IF CONTACT BY PHONE (P) FAX (F) or MAIL (M)	QUOTE RECEIVED YES (Y) or No (N)	DOLLAR AMOUNT OF QUOTE RECEIVED or DOLLAR AMOUNT OF CONTRACT ENTERED INTO

PLEASE SUPPLY ANY OTHER INFORMATION THAT MAY POSITIVELY AFFECT DETERMINATION OF YOUR FIRM AS A RESPONSIBLE BIDDER ON ADDITIONAL SHEET(S).

Signature: _____ **Print Name and Title:** _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (*Cont*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: 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 N.J.A.C. 17:27-1.1 et seq.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS ONLY

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its

discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed

by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2)To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (*Cont*)

(3)Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

EXHIBIT B (*Cont*)

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD,

Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-thejob programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re

quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Provisions Concerning Changed Conditions in Construction Contracts (N.J.S.A. 40A:11-16.7)

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor. (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed.

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, 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, it 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 any 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 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 proceedings 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.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, the City of Camden is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

CITY OF CAMDEN – EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The following information is necessary for the City of Camden to evaluate its hiring/RFP practices and to prepare reports required by law for the State and Federal Government. This form will not accompany the application. The information contained will be confidential and will ***NOT*** be used to make a decision about your employment.

POSITION/RFP APPLIED FOR: N/A

CHECK GENDER: **MALE**_____ **FEMALE:**_____

CHECK ETHNIC GROUP: **WHITE**_____ **BLACK**_____ **HISPANIC**_____

AMERICAN INDIAN/ALASKAN NATIVE_____**ASIAN/PACIFIC ISLANDER**_____

MINORITY STATUS: **MBE**_____ **WMBE**_____

The City of Camden is an Equal Opportunity Employer, does not discriminate on the basis of disabilities and is committed to providing reasonable accommodations.

PLEASE INDICATE ANY DISABILTIES YOU MAY HAVE:

Physical (Specify)_____

Mental (Specify)_____

If you have a disability requiring reasonable accommodation during the selection process, please inform Personnel (Employment) at (856) 757-7414 Purchasing Bureau(RFP's/Bids) at (856) 757-7159 at the time you are invited for an interview or bid opening.

HOW DID YOU LEARN OF THIS OPPORTUNITY?

Friend_____ **Personal Inquiry**_____**Courier Post**_____**Star Ledger**_____**Referral Service (Specify)**_____

Dodge Report_____**Posted Bulletin (Where)**_____ **Internet (Specify Website)**_____

Other (Specify)_____ **Professional Publication (Specify)**_____

VETERAN'S PREFERENCE PROGRAM

This program provides that in the event that a veteran has qualifications identical to those possessed by another applicant, based upon the veteran's and the other applicant's examinations, interviews, experience, education, training and work history, at the time of appointment, the City shall grant preference to the veteran.

The City of Camden defines ***Veteran*** using Government Code section 18973.

A Veteran means any person who has served full time for 30 days or more in the armed forces in time of war or in time of peace in a campaign or expedition for service in which a medal has been authorized by the government of the United States, or during the period September 16, 1940 to January 31, 1955, or who has served at least 181 consecutive days since January 31, 1955, and who served only in auxiliary or reserve components of the armed forces whose service therein did not exempt him or her from the operation of the Selective Training and Service Alert of 1940.

Based on the definition provided, are you a veteran of the United States Service?

_____YES _____NO

NAME:_____ DATE_____

The information obtained from this form assist the City of Camden in preparing reports required by law for the State and Federal government. The information contained will be confidential and will only be used in the final decision-making process regarding employment.

P.L. 1977, CHAPTER 33, approved March 8, 1977.

1977 Assembly No. 22

AN ACT requiring corporate "and partnership" bidders for State, county, municipal or school district contracts to submit a list of the names and addresses of all stockholders owning 10% or more of their stock, or 10% or more of the stock of their corporate stockholders " or in the case of a partnership, the names and addresses of those partners owning a 10% or greater interest therein".

BE IT ENACTED by the Senate and General Assembly of the State if New Jersey:

1. No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid (of said corporation) or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation "or partnership" who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every (stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporation stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted) non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

2. This act shall take effect immediately.

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: Beacon Auto + Truck Collision Center

Organization Address: 6712 S. Crescent Blvd Pennsauken, NJ 08109

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
John Petrozzi Jr	76 S. Wyetta Rd Medford, NJ 08055

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 #'s
N/A	

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
N/A	

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 Camden 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 Camden to notify the City of Camden 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 City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	John Petrozzi Jr	Title:	President
Signature:		Date:	10.5.20

NON-COLLUSION AFFIDAVIT

(N.J.SA. 52:34-15)

STATE OF NEW JERSEY
COUNTY OF CAMDEN ss:

I, John Perozzi Jr residing in Medford
(Name of Affiant) (Name of Municipality)

in the County of Burlington and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Beacon Auto + Truck
(Title of Position) (Name of Firm)

Collision Center the bidder making the Proposal for the bid proposal entitled
Body Damage Repairs
To Fire Apparatus, and that I executed the said proposal with full authority to
(Title of Bid Proposal)
do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Camden relies upon the truth of the statements contained in this
(Name of Contracting Unit)
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 Beacon Auto + Truck

Subscribed and sworn to
before me this day
October 5 2020

John Perozzi Jr
(Type or print name of affiant under signature)

Camden County
Notary Public of

My Commission Expires: _____ 20____

DENISE D. LANNEAUX
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/1/2024

In accordance with the law against discrimination of the State of New Jersey N.J.S.A. 10:2-1 et., seq., a certification regarding non discrimination in employment on public contracts is required of bidders or prospective contractors and their proposed is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION

I, John Perozzi Jr certify that:

(a) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, I, nor any person acting on my behalf, shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:

(b) I, nor any person on my behalf shall, in any manner discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies, or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status or sex;

(c) I acknowledge that there may be deducted from the amount payable to the contractor by the City of Camden, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

(d) That this contract may be canceled or terminated by the City of Camden and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the City of Camden of any prior violation of this section of the contract.

John Perozzi Jr - Beacon Auto + Truck
Name of contractor or subcontractor (PLEASE TYPE)

(Signature)

President
(Title)

10/5/20
(Date)

Bidder Information Sheet

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he/she desires.

1. **Name of Bidder.**

2. **Permanent main office address, telephone number & email address.**

3. **When organized and if a corporation, where incorporated.**

4. **Provide proof of all licenses, permits, and similar authorizations issued by federal, state, and local government agencies to Bidder and all its subcontractors, which will be used in performing the obligations under the Contract**

5. **How many years have you been engaged in the work requested in this contract under your present firm or trade name.**

6. **General character of work performed by you.**

7. **Have you ever failed to complete any work awarded to you? If so, where and why?**

8. **Have you ever defaulted on a contract? If so, where and why?**

9. **List your major equipment for the use of this contract and whether leased or owned.**

10. **Provide name, address, description, dollar amount and dates of the last two (2) jobs in similar scope and scale as these bid specifications.**

11. **Federal Tax ID (via a fully completed W9 form)**

BEALWD Auto + Truck Collision
Name of contractor or subcontractor (PLEASE TYPE)

(Signature)

President
(Title)

10/5/20
(Date)

Restrictions on Certain Contracts

You are hereby notified that the City is procuring and awarding this contract. The City of Camden operates under an annual Transitional Aid to Localities Program Memorandum of Understanding ("MOU") with the State of New Jersey Department of Community Affairs, Division of Local Government Services ("DLGS"), as duly approved by the City Council of the City of Camden on an annual basis. Under the MOU, the City must obtain the written approval of the Director of the DLGS ("DLGS Director") with respect to certain contracts. The City must also obtain the DLGS Director's written approval for the hiring of consultants and professionals, either directly or knowingly through a sub-contract, regardless of cost. Contract renewals must also be approved by the DLGS Director in writing.

Additionally, pursuant to the Municipal Rehabilitation and Economic Recovery Act, N.J.S.A. 52:27BBB-1, et seq. ("MRERA"), the State Commissioner of Community Affairs has full authorization to veto any City resolution awarding, amending or renewing a City contract.

This Contract shall be fully subject to the aforementioned MOU and MRERA provisions.

CITY OF CAMDEN

RIGHT TO EXTEND - TIME FOR AWARD

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

Should the City of Camden require an additional sixty (60) days extension to make an award of this bid, by signing this document you shall grant the City of Camden, NJ the right to extend this award up to one hundred twenty (120) days, if deemed necessary.

SIGNED: _____
(SIGNATURE)

TITLE: PRESIDENT
(PRINTED OR TYPED)

COMPANY: BERGEN AUTO + TRUCK COLLISION

DATE: 10/5/20

TYPE OF PRODUCT OR SERVICE OFFERED:

BODY DAMAGE REPAIRS TO FIRE APPARATUS

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:

Yes X or *No _____

Name of Bidder: Brady Auto + Truck Collision Center

By: _____
(Signature)

Name of above: John Pizzi Jr
(Print)

Title: President

Date: 10/1/20

*If No, please provide details on a separate sheet of paper

TRAINING/APPRENTICESHIP PROGRAM
CONSTRUCTION

Please be notified that the City of Camden has established a Training/Apprenticeship Program pursuant to New Jersey Public Law 1975, Chapter 127(F). The Contractor, whenever possible, must employ persons from the City's Training/Apprentice Program for work performed pursuant to this project in accordance with Section 12-42 of the Camden Municipal Code.

STATE OF NEW JERSEY DEBARRED LIST AND ETHICS COMPLAINT AFFIDAVIT

STATE OF NEW JERSEY:

SS

COUNTY OF CAMDEN (Print County):

I, JOHN PERRONE (print Bidder's corporate officer's name), the duly authorized representative of BERGEN AUTO & TRUCK (print Bidder's corporate name), with a business address at 6712 S. CRESCENT BLVD, PENNSAUKEN (print Bidder's corporate office address) in the County of CAMDEN (print Bidder's county), and the State of NEW JERSEY (print Bidder's state) being of full age and duly sworn according to law upon my oath, depose and say

1. I am an officer of the above firm, the Bidder, making the proposal for the BODY DAMAGE REPAIRS TO FIRE APPARATUS (insert project description) work; and

2. I executed the proposal with full authority from said Bidder to do so; and

3. Bidder, at the time of making of its proposal, **is not included** on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or any other similar state list, as a result of action by any state agency (including that of other states); and

4. Bidder **does not** have any current formal ethics complaint against it or any other action pending with any state agency (including that of other states), including, without limitation, being subject to an investigation; charged; found non-compliant; voluntarily excluded; or determined ineligible..

I hereby acknowledge on behalf of the Bidder that the aforesaid statements are made with the full knowledge that the City of Camden, as the owner, 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 aforesaid work.

I, on behalf of the Bidder, further warrant that after bid submissions or during the contract term should the above firm's status change with regards to statements 3 and 4 above, I or another authorized officer of the Bidder shall immediately notify the City of Camden of such change.

* * *

I HEREBY CERTIFY the foregoing statements c made by me are true. I acknowledge that if same are willfully false, I am subject to punishment pursuant to law.

BIDDER:

Brown Anton Trench Collision

Bidder's Representative's Signature
Print Name: Dotta Petrozzi
Print Title/Position: President
Date: 10/5/20

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

October 5, 2020

Camden County

Notary Public of

Denise D. Lanneaux

My Commission Expires: _____ 20____

DENISE D. LANNEAUX
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/1/2024

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	Beacon Auto + Truck Collision Ctr
Address of Individual or Organization	6712 S. Crescent Blvd, Pennsauken, NJ
DUNS Code (if applicable)	
CAGE Code (if applicable)	

Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership

☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Camden to notify the City of Camden 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 City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	John Pierozzi Jr	Title:	President
Signature:		Date:	10/5/20

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☑	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	Beacon Auto + Truck Collision Ctr
Home Address (for Individual) or Business Address	6712 S. Crescent Blvd Pennsauken
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	John Perozzi Jr
Home Address (for Individual) or Business Address	76 S. Wyetta Rd, Medford, NJ
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award City of Camden to notify the City of Camden 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 City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	John Perozzi	Title:	President
Signature:		Date:	10/5/20

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities		
Section A		
☑	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.	
Name of Business Entity		**Business Address**
Beacon Auto + Truck Collision		6712 S. Crescent
Add additional sheets if necessary		
OR		
☐	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.	

Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
BEACON AUTO + TRUCK	6712 S. CRESCENT BLV PENNSAUKEN NJ

Add additional Sheets if necessary

OR

☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Camden to notify the City of Camden 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 City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	JOHN PERUZZI	Title:	PRESIDENT
Signature:		Date:	10/5/20

Disclosure of Investment Activities in Iran

CITY OF CAMDEN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1:- CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX BELOW. FAILURE TO CHECK ONE OF THE BOXES MAY RENDER BIDDER'S 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 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 may 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 hereby 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 Proposer 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 THE AFORESAID MAY RESULT IN THE PROPOSAL BEING RENDERED NON-COMPLIANT, NON-RESPONSIVE AND APPROPRIATE PENALTIES, FINES AND/OR SANCTIONS WILL BE ASSESSED AS PROVIDED BY LAW.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ATTACH ADDITIONAL SHEETS WITH THE PERTINENT INFORMATION.

Name: N/A
Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offerer 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 the City of Camden 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 the subject contract with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge 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 contract with the City of Camden and that the City, at its option, may declare any contract resulting from this certification void and unenforceable.

[*Remainder of page intentionally left blank*]

BIDDER:

Brown Auto-Truck

Bidder's Representative's Signature
Print Name: John Perozzi Jr
Print Title/Position: President
Date: 10/5/20

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

October 5, 2020

Camden County

Notary Public of

Denise D. Lanneaux

My Commission Expires: _____ 20____

DENISE D. LANNEAUX
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/1/2024

CITY OF CAMDEN

INSURANCE REQUIREMENTS

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RECOMMENDED INSURANCE REQUIREMENTS

I. MAJOR CONSTRUCTION PROJECTS/MAJOR CONTRACTORS

A. General Insurance Requirements

1. The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the City of Camden original certificates of insurance signed by authorized representatives of the insurers or, at the City of Camden's request, certified copies of the required insurance policies.

2. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance.

3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.

   Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by the City of Camden shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

5. Any deductibles or retention's of ($5,000) or greater shall be disclosed by the Contractor, and are subject to City of Camden's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

B. Contractor's Liability Insurance

1. The Contractor shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.

© Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

$1,000,000	each occurrence;
$1,000,000	personal and advertising injury;
$2,000.000	general aggregate; and
$1,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

© General aggregate limit applying on a **per project basis**;

© Liability arising from premises and operations;

© Liability arising from the actions of independent contractors;

© Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and

© Liability arising from the explosion, collapse, or underground (XCU) hazards.

2. Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

© Liability arising out of the ownership, maintenance or use of any auto;

© Auto non-ownership and hired car coverage.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent.

4. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

$10,000,000	per occurrence;
$10,000,000	aggregate for other than products/completed operations and auto liability; and
$10,000,000	products/completed operations aggregate.

5. The City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be named as additional insureds on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this.

6. Insurance provided to the City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be excess of and non-contributory with insurance provided to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein.

C. Indemnification

1. The Contractor will protect, defend, indemnify, and hold harmless the City of Camden from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

   In any and all claims against the City of Camden or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

D. New Construction/Renovations/Installations - Builders Risk Insurance (Contractor to Purchase)

1. The Contractor shall purchase and maintain property insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Work. This insurance shall be maintained until final acceptance of the Work by the City of Camden.

2. The Owner and the Contractor must be specifically included as named insureds. Subcontractors and sub-contractors shall be included by naming them as additional insureds.

3. This builder's risk insurance shall include coverage for the following types of property:

© All structures to be constructed, under construction or already constructed;

© All materials, equipment, machinery, and supplies which are to be incorporated into the Project.

© Temporary structures of any nature whatsoever; and

© Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks, and connections.

4. The builders risk insurance shall be written on an all-risks policy form. Covered causes of loss or covered perils shall include but not be limited to:

© Theft;

© Loss or damage that ensues or results from faulty, inadequate or defective design, specifications, construction, materials, or workmanship;

© Collapse when caused by a covered cause of loss or peril;

© Explosion;

© Testing of equipment and other property to be incorporated into the Project;

© Mechanical or electrical disturbances or breakdown;

© Flood, sewer or water back-up, subterranean or ground water; and

© Earthquake, mudslide, or earth movement of any kind.

5. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.

II. MINOR CONSTRUCTION PROJECTS/MINOR CONTRACTORS -

A. General Insurance Requirements

1. The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the City of Camden; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the City of Camden original certificates of insurance signed by authorized representatives of the insurers or, at the City of Camden's request, certified copies of the required insurance policies.

2. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance.

3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.

   Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by the City of Camden shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

5. Any deductibles or retention's of ($5,000) or greater shall be disclosed by the Contractor, and are subject to City of Camden's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

B. Contractor's Liability Insurance

1. The Contractor shall purchase the following insurance coverage's for not less than the limits specified below or required by law, whichever is greater.

© Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

$1,000,000	each occurrence;
$1,000,000	personal and advertising injury;
$2,000.000	general aggregate; and
$1,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

© General aggregate limit applying on a **per project basis**;

© Liability arising from premises and operations;

© Liability arising from the actions of independent contractors;

© Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and

© Liability arising from the explosion, collapse, or underground (XCU) hazards.

2. Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

© Liability arising out of the ownership, maintenance or use of any auto;

© Auto non-ownership and hired car coverage.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent.

4. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

$5,000,000	per occurrence;
$5,000,000	aggregate for other than products/completed operations and auto liability; and
$5,000,000	products/completed operations aggregate.

5. The City's of Camden **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be named as additional insureds on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this.

6. Insurance provided to the City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be excess of and non-contributory with insurance provided to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein.

C. Indemnification

1. The Contractor will protect, defend, indemnify and hold harmless The City of Camden from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

   In any and all claims against the City of Camden or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts.

D. New Construction/Renovations/Installations - Builders Risk Insurance (Contractor to Purchase)

1. The Contractor shall purchase and maintain property insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the Work. This insurance shall be maintained until final acceptance of the Work by the City of Camden.

2. The Owner and the Contractor must be specifically included as named insureds. Subcontractors and sub-subcontractors shall be included by naming them as additional insureds.

3. This builder's risk insurance shall include coverage for the following types of property:

   - All structures to be constructed, under construction or already constructed;
   - All materials, equipment, machinery and supplies which are to be incorporated into the Project;
   - Temporary structures of any nature whatsoever; and
   - Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.

4. The builders risk insurance shall be written on an all-risks policy form. Covered causes or loss or covered perils shall include but not be limited to:

   - Theft;
   - Loss or damage that ensues or results from faulty, inadequate or defective design, specifications, construction, materials, or workmanship;
   - Collapse when caused by a covered cause of loss or peril;
   - Explosion;
   - Testing of equipment and other property to be incorporated into the Project;
   - Mechanical or electrical disturbances or breakdown;
   - Artificially generated electrical current;
   - Flood, sewer or water back-up, subterranean or ground water; and
   - Earthquake, mudslide, or earth movement of any kind.

5. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.

III. PROFESSIONAL SERVICE CONTRACTS

A. General Insurance Requirements

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the City of Camden; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any City of Camden projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the City of Camden original certificates of insurance signed by authorized representatives of the insurers or, at the City of Camden request, certified copies of the required insurance policies.

2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers' liability insurance at the same limits required of Professional Service Contractor.

3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.

   Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by City of Camden shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor's Surety from any liability or obligation imposed upon either or both of them by provisions of this Contract.

5. Any deductibles or retention's of ($5,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to City of Camden's written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.

B. Professional Service Contractor Liability Insurance Requirements

1. The Professional Service Contractor shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.

   - Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

$1,000,000	each occurrence;
$1,000,000	personal and advertising injury;
$2,000,000	general aggregate; and
$1,000,000	products/completed operation aggregate.

   This insurance shall include coverage for all of the following:

   - General aggregate limit;
   - Liability arising from premises and operations;
   - Liability arising from the actions of independent contractors;
   - Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and

2. Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

   - Liability arising out of the ownership, maintenance or use of any auto;
   - Auto non-ownership and hired car coverage.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent.

4. Professional Liability: Professional Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Physicians, and Risk Management Consultants) shall provide the City of Camden with a certificate of insurance evidencing professional liability and/or malpractice insurance with minimum limits of **$2,000,000** combined single limit.

5. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

   $5,000,000 per occurrence;

$5,000,000	aggregate for other than products/completed operations and auto liability; and
$5,000,000	products/completed operations aggregate.

6. The City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be named as additional insureds on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this.

7. Insurance provided to the City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be excess of and non-contributory with insurance provided to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein.

IV. VENDORS, PROVIDERS OF SERVICES, TEMPORARY HELP AND PERSONNEL

This section is broken down into three categories:

- Providers of Supplies
- Providers of Services
- Providers of Temporary Help and Personnel

1. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

   $1,000,000 each occurrence;
   $1,000,000 personal and advertising injury;
   $2,000,000 general aggregate; and
   $1,000,000 products/completed operation aggregate.

2. Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

   - Liability arising out of the ownership, maintenance or use of any auto; and
   - Automobile contractual liability

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law:

   $1,000,000 each accident for bodily injury by accident;
   $1,000,000 each employee for bodily injury by disease; and
   $1,000,000 policy limit for bodily injury by disease.

4. The City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be named as additional insureds on Contractor's commercial general liability insurance with respect to liability arising out of the Contractor's Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must so state this.

5. Insurance provided to the City of Camden's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** shall be excess of and non-contributory with insurance provided to the Owner and Owner's **(appointed officials, officers, directors, trustees, consultants, agents, and employees)** as specified herein.

6. Indemnification: The Contractor will protect, defend, indemnify, and hold harmless the City of Camden from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), any anyone directly for whose acts any of them may be liable.

In any and all claims against the City of Camden or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts.

v. MODEL INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

This agreement is made this _____ day of _____ 20___ by and between _____ having its offices and place of business at _____ (hereinafter referred to as "Occupant") and the City of Camden, State of New Jersey, having its offices at 520 Market Street, Camden, NJ 08201.

In consideration of the mutual covenants contained herein and other valuable considerations, it is agreed by and between the parties as follows:

1. Use and Occupancy. City of Camden agrees to permit Occupant to use and occupy premises located at _____, Room _____, City of _____, _____ on _____, 20__, for the purposes of _____, on condition that Occupant hold City of Camden harmless from any loss, damage, or liability that City of Camden may suffer arising out of or in any way connected with the Occupant's use and occupancy of the City of Camden facilities set forth above.

2. Indemnification. Occupant shall defend, indemnify, protect, save, and hold harmless the City of Camden, its officers, agents, and employees from any and all liability, claims, fines, suits, losses, demands, actions, damages, and costs of any kind and nature, arising or claimed to arise through any fault, failure, negligence, or responsibility of the Occupant, its agents, officers, employees, invitees or guests, in connection with Occupant's use and occupancy of the City of Camden facilities set forth above, including, but not limited to, the cost of investigation, court costs, reasonable counsel fees, settlements, judgments, or otherwise.