

**Bid Document Submission Checklist**  
 Township of Long Beach  
 Rental and Delivery of Bulldozers & Loaders With Certified Operators

Required with Submission of Bid: Owner's Checkmarks: X		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Authorized Business Agent	
X	NJ State Business Registration Certificate	
X	Statement of Corporate Ownership/Certification, Pursuant to NJS A 52:25-24.2	
X	Disclosure of Investment Activities in Iran	
X	If applicable, Bidder's acknowledgement of Receipt of any Notice(s) or Revision(s) or Addenda to an advertisement, specifications or bid document(s)	
X	Submission of Non-Collusion Affidavit (THIS FORM MUST BE NOTARIZED)	
X	Acknowledgement of Affirmative Action	
X	Affirmative Action Mandatory Language	
X	Americans With Disabilities Act	
X	Certificate of Insurance (upon award)	
X	W-9 (upon award)	
X	Prevailing Wage	
X	Indemnification Agreement	
X	Specifications	

Commented [TM1]: These need the column lines included above to separate each

Signature: The undersigned hereby acknowledges review and submission of the above-listed requirements.

Name of Bidder: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_ Contact phone#: \_\_\_\_\_

Email: \_\_\_\_\_

## **NOTICE TO ALL BIDDERS**

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Board of Commissioners of the Township of Long Beach, County of Ocean, State of New Jersey for the following in the Municipal Clerk's Office, 6805 Long Beach Blvd., Brant Beach, NJ:

- Rental and Delivery of Bulldozers & Loaders With Certified Operators

until **November 30, 2022 at 10:15 A.M.** at which time and place they will be publicly opened and read aloud. No facsimile copies of the bids will be accepted. Specifications and other bid information may be obtained at the Purchasing Office of the Township of Long Beach, 6805 Long Beach Blvd., Brant Beach, NJ 08008 (609-361-6635) during regular business hours: 9:00 a.m. to 4:00 p.m. and on the municipal website: [www.longbeachtownship.com](http://www.longbeachtownship.com). Mailing of bid documents will be made at the bidders' cost.

All bid Addenda will be issued on the website. Therefore, all interested respondents should check the above website now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders are required to comply with the requirements N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Bidders are required to comply with the requirements P.L. 1977, c.33; and P.L. 1999, c.238 "The Public Works Registration Act" if applicable.

The Minimum Wage rates, if applicable, for labor employed on these contracts shall be as specified in the "The New Jersey Prevailing Wage Rate Determination", of the New Jersey Department of Labor and Industry.

The Township of Long Beach hereby reserves the right to consider the bids for sixty (60) days after the receipt thereof. The Township further reserves the right, which is understood and agreed to by all bidders, to make multiple contract awards to the responsible bidders based on the lowest Total Bid Amount and to make such awards or take such action as may be in the best interest of the Township.

Katlyn Kerlin, QPA

**STATEMENT OF OWNERSHIP**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

**DISCLOSURE CERTIFICATION**

**This Statement Shall Be Included with Bid Submission**

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship shall be awarded a contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or more of the stock of any class, or of all individual partners who own a ten (10) percent or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**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:** \_\_\_\_\_

**Organization**

**Address:** \_\_\_\_\_

**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

**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

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township of Long Beach** 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 **Township of Long Beach** to notify the **Township of Long Beach** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township of Long Beach** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**ACKNOWLEDGMENT OF RECEIPT OF NOTICE, OR ADDENDA, OR REVISIONS TO  
THE ADVERTISEMENT OF BID DOCUMENTS**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I, (Name) \_\_\_\_\_, of the municipality of \_\_\_\_\_ in the county of \_\_\_\_\_ in the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say I am (Title) \_\_\_\_\_ of the firm of (Name of Firm) \_\_\_\_\_, the bidder making the Proposal for the above-named project, and that I exercise the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Long Beach relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies

maintained by \_\_\_\_\_ . (N.J.S.A. 52:34-15)

(Name of Contractor)

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

Signature

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

Printed

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project: \_\_\_\_\_

Proposer/Bidder Name: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, she/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to: imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

**And**

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

**In the event that a person or entity is unable to make the above certification because it, or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the New Jersey Turnpike authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

**You must provide a detailed, accurate and precise description of the activities of the proposer/bidder, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.**

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

Relationship to Proposer: \_\_\_\_\_

Description of  
Activities: \_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township of Long Beach is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township to notify Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of Long Beach and that Township, at its option, may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print):

\_\_\_\_\_

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

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

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



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR 33 WEST STATE STREET

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>  
Telephone (609) 292-4886 / Facsimile (609) 984-2575

MAURICE A. GRIFFIN  
*Acting Director*

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

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: July 1, 2022**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees as may be applicable 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statues 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 goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

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

**NOTICE TO CONTRACTORS**

**RE: AFFIRMATIVE ACTION REGULATIONS**

**P.L. 1975, c. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c. 127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

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**The following questions must be answered by all prospective contractors:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If "yes", please submit a photostatic copy of such approval.
2. Do you have a State Certificate of Employee Information Report approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If "yes", please submit a photo static copy of such approval.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirement of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to the Law.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

The contractor and the Township of Long Beach, (hereafter "owner"), do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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





**CERTIFICATE BUSINESS REGISTRATION**

**(P.L. 2004, c.57)**

**(N.J.S.A. 52:32-44)**

All business organizations that do business (i.e. compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the contracting agency. Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate is located on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by telephone at 609-292-1730. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use, and other taxes. A contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in bid specifications, requests for proposals and any other documents notifying potential contractors or procurement opportunities.

Business registration is required for any contract in excess of \$6,000 (15% of \$40,000) for municipalities with Qualified Purchasing Agents.

A contracting agency shall not enter into a contract with a business organization unless it has received proof of the business registration at the time of the bid or the proposal submission, in response to a request for bids or proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public contractors submitting bids for public work must submit a copy of their proof of business registration with their bids. Bidders must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the subcontractor to be listed or named in the bidder's submission. Proof of valid business registration must be provided by the bidders and their named subcontractors at all levels (tiers) at the time the bid or proposal is officially received and opened by the contracting agency if required by the specifications. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the contracting agency.

The contractor shall provide written notice to its subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the contractor has the obligation to obtain proof of registration from each subcontractor or a supplier on the project (in addition to those listed or named in the bid submission) and file proof of their business registration with the contracting agency prior to receiving final payment.

If there are no subcontractors on a project, the contractor must certify to that effect.

-----Attach Certificate-----

**CERTIFICATION: Authorized Business Agent**

**AUTHORITY TO SUBMIT BID ON BEHALF OF THE BUSINESS ORGANIZATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Name Title

of the Corporation, Limited Liability Corporation, Partnership, or Sole Proprietorship and named  
as Principal in the within bid; and I certify that \_\_\_\_\_,  
who

Name

signed the bid on behalf of the Principal was then the \_\_\_\_\_  
Title

of said corporation, that I know his or her signature, and his/ her signature thereto is genuine;  
and that said bid was duly signed, sealed, and attested to for and on behalf of said Business  
Organization by authority of the Owner(s) / Managing Member(s).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Seal

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

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

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

Business Organization Name:  
\_\_\_\_\_

### **REQUEST FOR PREVAILING WAGE DETERMINATION**

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term “bidding”, contracting units are advised to read that as meaning to “submit” a price proposal.” Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the “most advantageous, price and other factors considered.”

The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,...
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A 34:11-56.26 (a) and (b).

2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are received by the public entity. For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: "Received," in context of when "proposals are received," means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55).
5. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-contractors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: <a href="mailto:contreg@dol.state.nj.us">contreg@dol.state.nj.us</a>
PO Box 389	Web site:
Trenton, New Jersey 08625-0389	<a href="http://www.nj.gov/labor/lsse/lspubcon.html">www.nj.gov/labor/lsse/lspubcon.html</a>

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633- 6243 or by e-mail at [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us) for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

**TO ALL PUBLIC WORKS EMPLOYERS:**

Please be advised that effective February 18, 1992, regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-55.25 et seq. requires that all public works employers shall submit a certified payroll record to the public body, or lessor, that contracted for the public work project, each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection, during normal business hours, the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, telephone 609-292-2259.

**ACKNOWLEDGEMENT OF  
PREVAILING WAGE & LABOR LAWS**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of State Labor Laws must be complied with by the successful bidder, if applicable.

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

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

**ACKNOWLEDGMENT OF LIQUIDATED DAMAGES**

Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the Special Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section 201 entitled "Time for Completion and Inspection Costs." Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality \$500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder's breach and continuing each day thereafter, as provided in Section 202 entitled "Liquidated Damages" of the special conditions and Section 112.b entitled "Liquidated Damages For Delays" of the General Conditions. Bidder further acknowledges and agrees that the actual losses arising from Bidder's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

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

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

**Township of Long Beach  
6805 Long Beach Blvd.  
Brant Beach, New Jersey 08008**

Specifications for Rental of Bulldozers and Loaders WITH certified Operators

The Township of Long Beach will be receiving bids for the Rental & Delivery of Bulldozers such as a CAT D6 and D8 or Equivalent and Loaders, 544 Wheel Loader, 644 Wheel Loader, 744 Wheel Loader, and 980 Wheel Loader, 310SK Backhoe, 25 Ton Dump Truck or Equivalent on an as needed or in an emergency, on a daily, weekly and monthly basis for the following rates:

D6 or Equivalent Bulldozer **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

D8 or Equivalent Bulldozer **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

544 Wheel Loader or Equivalent **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

644 Wheel Loader or Equivalent **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

744 Wheel Loader or Equivalent **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

980 Wheel Loader or Equivalent **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

310SK Backhoe or Equivalent **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month



25 Ton Dump Truck or Equivalent **WITH** operator to be billed at:

\$ \_\_\_\_\_ per Day.

\$ \_\_\_\_\_ per Week.                      Equivalent: \_\_\_\_\_

\$ \_\_\_\_\_ per Month

Delivery Charge Round Trip: \$ \_\_\_\_\_

Refueling Charge per gallon: \$ \_\_\_\_\_

Environmental Charge:        \$ \_\_\_\_\_

Lost Key Charge:                \$ \_\_\_\_\_

- Emergency response time: Within 4 hours of call.
- The Township of Long Beach reserves the right to make multiple awards for this contract. If multiple awards are made, the Township shall attempt to order the goods from the bidder in the order of lowest bid to highest and the first available bidder who can provide the goods in the timeframe required shall be used. -
- TERM OF BID: The Periods to be covered by said bid is from January 1, 2023, to December 31, 2024, with a one year option to extend. Should both parties agree in writing to extend the contract for a period of one-year effective January 1, 2025, through December 31, 2025, an increase in the above-stated unit price shall be negotiated by both parties in an amount not to exceed the prevailing municipal CAP rate prescribed by the State of New Jersey at the conclusion of the initial contract period.
- The Bidder shall be responsible for the provision of operational and working equipment and all maintenance and repairs. The Township shall have no responsibility for the repair or maintenance of the equipment secured by this bid.
- Insurance Required (Proof of same shall be submitted with bid)

General Liability	\$1,000,000 (occurrence); \$2,000,000 (aggregate)
Automobile Liability	\$1,000,000
Workers' Compensation	Statutory

Contractor: \_\_\_\_\_

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

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact phone #: \_\_\_\_\_

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

Email: \_\_\_\_\_