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 NJSA 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	
X	Disclosure of Russia and Belarus	
X	Bid and Contract Provisions	

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

_____
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 Purchasing Office, 6805 Long Beach Blvd., Brant Beach, NJ:

- Rental and Delivery of Bulldozers & Loaders With Certified Operators

until **November 13, 2026, 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. 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 DISCLOSURE CERTIFICATION

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

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

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (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_____, 20__
Notary: _____
My commission expires: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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.* (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print)		**Title**	
Signature		**Date**	

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. I7:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. I7:27-5.2.

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.

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.

INDEMNIFICATION AGREEMENT

THIS AGREEMENT ("Agreement"), by and between Township of Long Beach ("Township"), whose address is 6805 Long Beach Boulevard, Brant Beach, New Jersey 08008, and _____ ("Bidder"), whose address is _____, shall be binding and legally effective upon the execution of the Bidder.

WITNESSETH:

1. Bidder expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Township, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by Lessor relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Township arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Bidder in and/or relating to the Township, and the acts, omissions, and/or negligence of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and/or customers relating thereto. Bidder shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs to attorneys of Township's selection for any investigation and review, pre-litigation, litigation, post-judgment litigation, bankruptcy proceedings, and any and all appeals arising out of and/or relating to this Agreement.

2. The terms of this indemnification agreement shall be in addition and cumulative to the indemnification provisions set forth in the general conditions of the contract documents.

3. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

Dated: _____ _____
BIDDER

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Bidder to the above-referenced document.

_____
Notary's Name

Seal

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 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 are as follows.

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 following.

Contractor Registration Unit
Division of Wage and Hour Compliance
Telephone: 609-292-9464
Fax: 609-633-8591

New Jersey Department of Labor
PO Box 389
Trenton, New Jersey 08625-0389

E-mail:contreg@dol.state.nj.us
Web site:
www.nj.gov/labor/lsse/lspubcon.html

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 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 ADDITIONAL BID AND CONTRACT PROVISIONS

1.01. ADDITIONAL GENERAL TERMS

1.01.01. Included Charges. All bid or quoted prices shall be net and shall include all transportation and/or delivery charges. No additional charges shall be paid for any reason.

1.01.02. Minimum Purchase Guarantee. The Township reserves the right to purchase the item(s) and/or service(s) bid herein from New Jersey State Contract, the County of Ocean Cooperative Contract, the Stafford Township Cooperative Pricing System, or any other Cooperative Pricing System of which the Township is a registered member, as applicable.

1.01.03. Quality of Materials and Services. The bidder/vendor (collectively "Vendor") shall guarantee any and/or all material and services supplied under these specifications. Defective or inferior items and defective services shall be replaced and corrected, respectively, at the expense of the Vendor. If the Vendor shall fail to furnish and deliver the supplies or any item thereof or services within time specified and allowed, the Township may cancel as to those supplies which are not furnished and/or delivered or services and may also cancel the remainder of the order and may deduct and retain out of the moneys due, or which may become due to such person or firm from the Township, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Township may or shall be obligated to pay to procure such supplies or services from other parties, and in addition, usual damages for breach of contract. The contractor shall properly clean up all areas affected by his work. The premises shall be left in the same condition as prior to starting the contractor's activities.

1.01.04. Goods Specifications. All items bid upon or quoted shall conform to the written descriptions and specifications. Specific manufacturers, models and brand names may be mentioned in these specifications to establish the level of quality sought by the Township. Manufacturers, models, and items of equivalent or greater quality may be substituted and so noted, in writing, on the applicable exception sheets. The burden of proof as to the equality of any substitutions shall be the Vendor's responsibility. The Township reserves the right to request a sample of any substitutions being bid, prior to award of contract. Failure to change the descriptions as above will be interpreted to mean that the bidder intends to furnish the particular make of article called for in the specifications, and the Township shall insist upon delivery of the specified item. Substitutions shall not be permitted after bids have been opened and accepted by the Township. All decisions as to the quality of the products shall be made by the Township and such decisions shall be final. In case of rejected materials, the vendor will be responsible for return freight charges.

1.01.05. Permits. As required, the Vendor shall secure all permits, licenses, and bonds, and shall pay all necessary fees required in the performance of the work. The Vendor shall fully inform himself as to the cost of all necessary permits, licenses, and bonds, and shall include this cost in the unit prices bid for the work.

1.01.06. Emergent Goods and Services. The Township reserves the right to require the Vendor to both quote and timely deliver any emergent materials, supplies, equipment, etc., which are consistent with the items listed but not specifically set forth in this document during the period of performance (term of this contract). Emergent requirements include, but are not limited to, those currently undefined, unanticipated and otherwise non-routine requirements which could not have been included at solicitation as specified (detailed) requirements. The Township reserves the right to secure similar goods and services from other entities pursuant to the emergency exception of the Local Public Contract Law.

1.01.07. Business Registration Certificate ("BRC"). All business organizations that do business with a local contracting agency (i.e. Township) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business. While the inclusion of a copy of your BRC is no longer mandatory with the bid submission, all Vendors (bidders) and subcontractors are required to be registered with the Department of the Treasury, Division of Revenue on the date of receipt of bids. A BRC is required prior to the time a contract, purchase order or other contracting document is awarded.

1.01.08. Subcontractor and Supplier Indemnification. The Vendor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.

2.01. TERM; FUNDS; LOWEST RESPONSIBLE BIDDER; MULTIPLE AWARDS; WAIVER

2.01.01. Transitional Period. In the event a new contract for the specific services and/or goods has not been awarded prior to the contract expiration date, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

2.01.02. Availability of Funds. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the Township's following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

2.01.03. Lowest Responsible Bidder. The lowest responsible bidders shall be awarded pursuant to the Local Public Contracts Law and the Township may award the lowest responsible bidder based on the lowest per unit cost per service or good.

2.01.04. Multiple Awards. The Township of Long Beach reserves the right to make multiple awards for this entire contract to multiple bidders and further reserves the right to make multiple awards based upon the lowest per unit cost per service or good. In the event multiple Vendors are awarded by the Township, the lowest bidder for each unit category shall be the first Vendor called to provide the goods and/or services. In the event the first Vendor fails to timely respond and/or provide the services and goods required, the Township shall contact the next-lowest awarded Vendor to perform the goods and/or services. All Vendors expressly release and waive any and all claims against the Township relating to the Township's election to use additional Vendors pursuant to this paragraph, provided the Township first called the lowest bidder for the unit category and the lowest bidder failed to timely provide the goods and/or services. In the event no Vendor is able to comply with the delivery and time requirements set forth in this bid, the Township reserves the right to procure the required goods from third-party vendors in accordance with the Local Public Contracts Law.

2.01.05 Extensions. In the event the contract includes an option or extension period pursuant to N.J.S.A. 40A:11-15, any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The extension shall require the mutual agreement of the parties and shall be agreed upon more than ninety (90) days from the end of the initial term of the contract.

3.01. TERMINATION OF CONTRACT

3.01.01. Termination for Default. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the Vendor of any sum or sums set forth in the contract for services not performed and goods not delivered. Township shall pay only for goods and services accepted prior to termination. Notwithstanding the above, the Vendor shall not be relieved of liability to the owner for damages sustained by the Township by virtue of any breach of the contract by the Vendor and the owner may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Township from the Vendor is determined.

3.01.02. Additional Goods and Servies. In the event of default by the Vendor, the Township may procure the goods or services from other sources, including any additional Vendors who were awarded the bid pursuant to the specifications and who bid higher rates than the Vendor, and hold the Vendor responsible for any excess cost.

3.01.03. Termination for Convenience. The Township may at any time and for any reason terminate Vendor's services and work at Township's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Vendor shall not be entitled to any claim or claim of lien against Township for any additional compensation or damages in the event of such termination and payment. The owner may terminate the contract for convenience by providing 30 calendar days advanced notice to the Vendor.

3.01.04. Unauthorized Subcontracting. Unauthorized subcontracting of any portion of the work will be cause for immediate termination of the contract.

4.01. INSURANCE REQUIREMENTS

4.01.1. Insurance Certificate. The Vendor shall provide proof of insurance at the time of award that names the Township as an additional insured.

4.01.2. Minimum Coverages. The Vendor shall secure the following minimum insurance coverages; General Liability minimum $1,000,000 Each Occurrence/ $2,000,000 Aggregate; Completed Operations must be included; Business Automobile Liability: $1,000,000 combined single limit any one accident for all owned, hired, or non-owned automobiles used in connection with this agreement; Workers Compensation at the statutory requirements; Employers Liability: $1,000,000; Crime: $1,000,000 and must include Employee Theft and Client Coverage.

5.01. MISCELLANEOUS

5.01.01. Entire Agreement. The bid specifications, all forms set forth in the bid packet and/or advertisement, the applicable laws and regulations, and this Additional Bid and Contract Specifications shall comprise the complete and entire agreement and understanding between the parties and supersedes all previous understandings and agreements, whether oral or written.

5.02.02. Interpretation. The bid specifications, all forms set forth in the bid packet and/or advertisement, the applicable laws and regulations, and this Additional Bid and Contract Specifications shall be interpreted in favor of the Township in the event of a conflict.

5.02.03. Severability. If any provision or portion of any provision of the contact documents with the Vendor shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall remain in full force and effect.

5.02.04. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, pandemics, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

5.02.05. WAIVER OF JURY TRIAL. THE BIDDER HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM AGAINST THE TOWNSHIP ON ANY MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS BID, THE CONTRACTUAL REQUIREMENTS, AND/OR THE RELATIONSHIP BY AND BETWEEN THE BIDDER AND THE TOWNSHIP.

Dated: _____

_____
SIGNATURE

_____
PRINT NAME AND TITLE

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, in and for said County, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Vendor to the above-referenced document.

_____
Notary's Name

Seal

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.
- TERM: The Period to be covered by said bid is from January 1, 2027, to December 31, 2028, with a one-year option to extend. Should both parties agree in writing to extend the contract for a one-year period effective January 1, 2029, through December 31, 2029, 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.
- Where a Bidder submits an equivalent or exception, it shall be the responsibility of the Bidder to document the equivalence or exception claim. If the Township determines that the exception is not equivalent, the Township may reject the bid regardless of whether it is the lowest price.

Contractor: _____

Authorized Signature: _____

Address: _____

State: _____ Zip: _____ Contact phone #: _____

Date: _____

Email:_____