

LEGAL ADVERTISEMENT

**TOWN OF SECAUCUS
COUNTY OF HUDSON**

NOTICE TO BIDDERS

Department of Public Works, Heavy Equipment Lease, in accordance with specifications therefore on file with the Purchasing Agent of the Town of Secaucus, will be received in Council Chamber II, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, on September 18, 2014 at 2:00 p.m., at which time they will be publicly opened and read.

Each bid or proposal must be accompanied by:

1. A certified check or bank draft or satisfactory bid bond payable to the Town of Secaucus in the amount of Two Thousand dollars (\$2,000.00) executed by a bidder and a surety company authorized to do business in the State of New Jersey.
2. A check or bank draft delivered with the proposal as aforesaid, will be returned to all unsuccessful bidders upon the award of the contract to the successful bidder.

All bids must be submitted by the time specified. Bids may be delivered by mail, in which event they must be contained in a sealed bid envelope, properly identified in accordance with the specifications, which shall be mailed in an outer envelope addressed to the Town Clerk of the Town of Secaucus, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094. No proposal or bid will be received subsequent to the time specified in this advertisement.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Mayor and Council of the Town of Secaucus.

The Town of Secaucus reserves the right to reject all bids and waive any informality in the bids. Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and P.L. 2014, c. 57 (N.J.S.A. 52:32-44) and P.L. 2014, c. 57 (N.J.S.A. 52:32-44).

MICHAEL MARRA
Town Clerk

INSTRUCTION TO BIDDERS

The following instructions, conditions and requirements are applicable to the within contract unless specifically deleted.

I. BIDS; SPECIFICATIONS

Bids are required to be submitted on the attached Bid Form. Said Bid Form shall include the cost of all work, materials, labor, equipment, transportation, insurance, etc. with all else necessary to perform in accordance with the Specifications. No additional costs shall be permitted (except for Change Orders approved by the Mayor and Council on construction contracts only).

The Specifications and all other documents attached hereto shall become part of the contract.

Bidder is not to assume the minimum billing for various items shall be for actual time used and fractions of one (1) hour shall be billed at .25 hours.

Bidder is not to assume the minimum billing for each item is eight (8) hours. Billing for certain items shall be for actual time used and fractions of one (1) hour shall be billed at .25 hours.

2. TIME AND PLACE TO SUBMIT BID; NO FACSIMILE BIDS OR COMMUNICATIONS

Bids may be handed to the Town Clerk when called for at the time designated herein for the receipt of bids, or bids may be either hand delivered or mailed to the Secaucus Town Clerk, Town Clerk's Office, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094. Bids must be received by the Clerk no later than the time bids are to be opened Tuesday, September 18, 2014, 2:00 p.m. prevailing time.

The office hours of the Town Clerk to receive bids are weekdays from 9:00 a.m. to 4:00 p.m., except holidays. If the within specifications call for receipt of bids at 8:00 p.m., the within bid must be provided to the town Clerk prior to the close of the business day or in person at the time and place fixed for the bid opening.

Late bids will be returned to the bidder unopened.

Fax (facsimile) bids or fax communications are not permitted.

3. INTERPRETATION OR ADDENDA

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. No exceptions. Any request for an interpretation shall be made in writing to the Town Clerk. Based upon such inquiry, the Town may choose to issue an Addendum in accordance with the Local Public Contracts Law. All such Addenda shall become part of the contract and bidders shall be bound by such Addenda, whether or not received by the bidders, so long as the Town complies with the Local Public Contracts Law. Bidders who receive

specifications from the Town's Purchasing Agent shall leave their names. Whereupon if addenda are issued, such addenda will be mailed, by certified mail, to such bidders in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-23, et. seq.).

4. ALTERNATE BIDS

Alternate bids will not be considered; the specifications herein cover the minimum requirements of the Town. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the minimum requirements.

5. BIDDING PROCEDURE

All bids must be submitted on the attached bid Form supplied by the Town and shall be subject to all requirements of the Specifications, Legal Notice, Contract documents, and Instruction to Bidders. All bids must be regular in every aspect and no interlineations, exceptions, deviations or limitations shall be made or included in the Bid Form by the bidders. Unauthorized conditions, deviations, limitations, or exceptions taken or made by a bidder or attached to the bid shall be cause for rejection of the bid. Bidders shall not substitute the attached bid Form with any other forms; the town may reject any bid in which there is an alteration, exception, deviation, limitation, or departure from the Bid Form attached hereto.

All bid documents, including Bid Form, the bid guaranty, the surety company certificates, if required, photocopies, lists, etc. shall be enclosed in a sealed envelope and labeled clearly with the name of the contract, the name of the bidder, the date and time of bid opening, in order to guard against premature opening of the bid.

6. PROOF OF COMPETENCY OF BIDDER

The Town reserves the right to investigate the bidder and the bidder's establishment as it deems necessary to determine the ability of the bidder to perform the work required by the within Contract in a satisfactory manner. The bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

The Town may require the following:

1. Proof of ownership of equipment.
2. Proof of sufficient number of employees to meet the needs under the specifications.
3. Copies of leases, etc.
4. References of other customers.
5. Any other information that may serve to inform the Town as the bidder's ability to perform.

The Town may require bidders to attend meetings of the Mayor and Council, Town Administrator, or an attorney of the Town, to review all aspects of the bid, upon five (5) days notice.

Failure to provide the town with such information or attend such meetings shall be cause for rejection of a bid.

The Town may reject any bid if evidence or investigation of such bidder demonstrates that the bidder is not qualified to perform satisfactorily as determined by the Town.

7. NON-COLLUSION AGREEMENTS

Each bidder submitting a bid to the Town shall execute and attach to the Bid Form an affidavit, substantially in the form herein provided, to the effect that he has not entered or acted in any collusive manner with any other person, firm or corporation, or any elected official, employee, agent, servant or representative of the Town, of Secaucus, in regard to any bid submitted.

8. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be kept and maintained sealed, The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; late bids will be returned to the bidder unopened.

9. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will open and read aloud publicly every bid received at the time set for receiving bids. Bidders and other persons are encouraged to be present during the opening of bids.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if received by the Town Clerk prior to the time fixed for the opening of bids, provided such request is in the form of an affidavit or other "sworn to" direction. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

No bidder may withdraw its bid for a period of sixty (60) days after the actual opening of the bid regardless of reason. See Paragraph 11 below.

Bidders may consent, at the request of the Town, for the Town to consider the bid for a longer period, as is mutually agreed.

11. AWARD OF CONTRACT; REJECTION OF BIDS

The contract shall be awarded to the responsible bidder submitting the lowest bid complying with the conditions hereof. For the purpose of comparison of bids, the total price stated on the Bid Form shall govern. If the Town determines that this total price is based upon unit prices that have been computed incorrectly, changes will be made by the Town to said total price if such an adjustment is deemed fair by the Town.

No relief to change a bid price will be granted to any bidder for any reason whatsoever, regardless of cause, except in the limited circumstances as set forth above.

Bidders shall be held strictly to their bid, and the Town cannot and will not allow any bidder to withdraw or change a bid after the first bid is opened.

The bidder, by execution of the Bid Form is deemed to have read and examined all aspects relating to this bid and the Town will reject any claim based on facts which the bidder knew or should have known by either actual or constructive notice. A bidder's claim as to its erroneous computations, carelessness, or errors in its transposition of numbers (figures) or the like will not be considered by the Town.

12. EXECUTION OF AGREEMENT; PROVIDING OF DOCUMENTS

When a contract is awarded, the lowest responsible bidder shall execute a contract hereunder and return the executed copy of the same along with the required 100 % Performance and Payment Bond within ten (10) calendar days (not counting the day of receipt) from the date of notice of the award, such shall contain the proposed contract. Such signed contract shall be received by the Town within ten (10) calendar day period by either hand delivering the same to the Town Attorney or mailing same by Certified Mail - Return Receipt Requested, to said Town Attorney. If same is not received as aforesaid, the bidder shall forfeit his cash, certified check or bank draft to the Town.

The failure of the successful bidder to return the executed contract or Certificate of Insurance, Stockholder Statement, Affirmative Action evidence, or the like, within the time required after the notice of award if given or within such extended period as the Town may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest responsible bidder or re-advertise for bids.

(Also see Paragraph 13 - "Bid Guaranty/Bid Bond").

In the event that the Town re-advertises and a more favorable bid is received, the defaulting bidder shall have no claim against the Town for a return of his bid bond.

13. BID GUARANTY

All bids must be accompanied by a Bid deposit or a bond for performance, which shall be \$2,000. Failure to provide such Bid deposit shall cause a bid to be rejected automatically. The Bid Deposit shall be either:

- (a) A certified check or bank check payable to the "Town of Secaucus", or
- (b) A Bid Bond issued by a surety bond company authorized by the State of New Jersey to write or issue such bonds in this State.

Certified checks shall be returned to all bidders, except the three lowest bidders, within ten (10) days of the opening of such bids (Saturdays, Sundays, and holidays excluded) unless a longer period is requested by the town and agreed to by the said three bidders. Bid Bonds will not be returned

unless the town receives a request in writing.

14. CONTRACT NON-TRANSFERABLE; TERMINATION OF CONTRACTOR'S BUSINESS

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

15. DAMAGES

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

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

16. LIQUIDATED DAMAGES

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

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

17. INSURANCE

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

any person for property damage or for personal injury resulting from the performance of the contract work.

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

18. AFFIDAVIT OF FOREIGN CORPORATION

Each bidder who is a foreign corporation, that is, a corporation not incorporated under the laws of the State of New Jersey, must submit with his bid an affidavit duly executed by the President, Vice President or General Manager of the corporation, stating in said affidavit that said Corporation has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey, and attaching a "true copy" of such Certificate. Bidder must also, in its bid, state the name and address of the agent or counsel representing said Corporation, upon whom service of process can be made.

19. AFFIRMATIVE ACTION

Each bidder is required to comply with all provisions of Public Law 1975, c. 127 (N.J.A.C. 17:27). Bidders must provide Affirmative Action Evidence consistent with this paragraph. Failure to provide such Evidence shall be cause for the rejection of the bid.

If this is a Procurement, Professional or Service Contract (See "Exhibit A" in Specifications Package), bidders must comply with the following:

- (a) A photocopy of their Federal Letter of Affirmative Action Plan Approval; or
- (b) A photocopy of their Certificate of Employee Information Report; or
- (c) A completed Affirmative Employee Information Report (AA302).

A copy of this form is available from the Town's Counsel. While the Town of Secaucus will provide this form, the Town will not render any advice on how to complete the same. Such information regarding its completion may be obtained from the Affirmative Action Office (Public Contracts) of the State of New Jersey Department of the Treasury at (609) 292-5475.

These Affirmative Action requirements will not be waived. Bidders with questions concerning this Affirmative Action requirement should contact the Affirmative Action Office (Public Contracts) of the State of New Jersey Department of the Treasury (201) 292-5475. It is not the responsibility of the Town of Secaucus to assist bidders in this regard, nor will the Town of Secaucus respond to bidder's questions in regard to Affirmative Action Regulations.

Should a contract be awarded and the bidder fails to provide the requisite Evidence, the Mayor and Council shall rescind such award and it shall be deemed that the bidder has not complied with the terms of the specifications, and the Mayor and Council shall seek damages under the Bid and such other remedies as authorized by law.

20. **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N/A

21. **BUSINESS REGISTRATION CERTIFICATION -**

USE TAX Goods and Services contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contracts and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

22. **IRREGULAR BIDS AND REJECTION**

The Town may reject irregular bids; that is, any bid not prepared and submitted in accordance with the bid documents and specifications.

The Town may waive any informalities of the bid or irregularities in the bid package submitted, if deemed to be in the best interest of the Town to do so.

The Town reserves the right to reject all bids if the Town believes the lowest responsible bid is deemed too high in the Town's sole and uncontrolled judgment, or to reject any and all bids if it is deemed to be in the best interest of the Town to do so.

23. **PAYMENT**

Payment to the successful bidder for furnishing the products or services under these specifications, unless provided for elsewhere, shall be made to the successful bidder after he/she has fulfilled all of its obligations hereunder, with such payment being received by the contractor in the regular course of Town business. By "regular course of Town business", the Town means that the contractor shall sign all vouchers necessary to effectuate payment, as required by the Town, and

such vouchers by formal vote of the Mayor and Council as part of such procedure. Normally it takes thirty (30) days for this process.

No bidder shall insert his own payment schedule. Payment shall be in accordance with this paragraph or any other provisions in these specifications which are applicable. Any bidder inserting his own payment schedule or mandating how payment is to be made shall be deemed to have materially deviated from the specifications and this shall and will be the basis for the rejection of the bid.

24. The captions, headings, and titles in all bid documents, including these "Instructions to Bidders", are solely for convenience or reference, and shall not affect the interpretation of these specifications.

25. See detailed bid specifications for Department of Public Works Heavy Equipment Lease which are attached hereto.

DEPARTMENT OF PUBLIC WORKS
HEAVY EQUIPMENT LEASE

Specifications

From time to time, the Secaucus Department of Public Works has a need for additional heavy road work equipment on both an emergency and planned project basis. In order to assure the availability of such equipment at prices acceptable to the Town of Secaucus, bids are sought for the daily rental of the following equipment with operator (see, Bid Form) or equivalent substitute piece of equipment as noted by the bidder. All equipment must be delivered to a location designated by the Town of Secaucus and within 3 hours of a request therefore if an emergency situation and within 48 hours of request for all other situations.

The bidder will be responsible for all maintenance and repair of the equipment and will deliver equipment in good repair and good working condition at all times. In the event of a breakdown of the equipment provided, bidder will supply an appropriate piece of replacement equipment or repair the equipment originally provided, within 3 hours.

Lease payment shall be made only upon submission of voucher of the form supplied and approved by the Town of Secaucus.

Bids will be sought for both a one year and a two year term, with the determination as to acceptance of a one or two year contract at the sole discretion of the Town of Secaucus.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____
_____ as principal, and _____
as Surety, are hereby and firmly bound unto the _____
in the penal sum of TWO THOUSAND and 00/100 --- (\$2,000.00) for payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this _____ day of _____

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

NOW, THEREFORE,

- A. If said Bid shall be rejected, or, in the alternative,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the form of Contract provided (properly completed in accordance with said Bid) and shall
furnish a bond for his faithful performance of said Contract, and shall in all other respects perform
the Agreement created by the acceptance of the Bid.

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

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

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

Principal: _____ (L.S.)

Surety: _____ By: _____

STATE OF

SS:

COUNTY OF

On this _____ day of _____ before me personally came _____ to me known, who, being by me duly sworn, did depose and say; he resides in _____ that he is the _____ of the _____ the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that her signed his name thereto by like order.

(SEAL)

Notary Public of _____

My Commission expires _____

TOWN OF SECAUCUS
BIDDER'S AFFIDAVIT OF NON-COLLUSION

_____, being duly sworn, deposes and say that:

1. He is _____ of _____, the Bidder, that has submitted the attached bid.

2. He is fully informed respecting the preparation and contents of the attached bid of all pertinent circumstances relating to such Bid.

3. Such Bid is genuine and is not a collusive or sham Bid.

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Secaucus (Owner) or any person interested in the proposed Contract.

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Name of Company _____

Subscribed and sworn to
before me this day
of , 2014

Title
My Commission Expires: _____

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS OWNING MORE THAN 10% OF

The following constitutes the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the partnership is a bidder, who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of the corporation's stock or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

Name	Address	Percentage of Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that the foregoing information is correct.

Secretary or Partner

Corporation or Partnership

The names and addresses of all partners, officers or parties interested in the foregoing bid are as follows:

Name _____ Address

~~The undersigned hereby designates~~ _____

as his office to which all notices and letters may be delivered or mailed.

Name of Bidder
(Corporation*, Firm or Individual)

By: _____

(Title)

(Business address of bidder)

Witness

Dated: _____

* Incorporated under the laws of the State of _____

**STATEMENT OF COMPLIANCE WITH
SPECIFICATION REQUIREMENT**

I hereby certify that I am an authorized manufacturer's representative of the equipment I propose to supply and that I maintain a stock of replacement parts for each item included in this equipment and shall be in a position to replace such part or parts as may be required for a period consistent with the life of the equipment.

I acknowledge responsibility to provide a replacement for any item which may become obsolete.

I further certify that I have been actively engaged in supplying, servicing, and installing the equipment proposed for a period of at least ten (10) years and use my own employees in maintaining the equipment supplied.

Name of Bidder

By _____

Title

Witness _____

STATEMENT OF COMPLIANCE WITH BIDDING REQUIREMENTS

(I) (We) certify that (I) (We) have read each and every part of the legal advertisement, specifications, "Instructions to Bidders", and Bid Form, and all other attachments.

(I) (We) hereby certify that (I) (we) have furnished all information required by the bid form, specifications, and "Instructions to Bidders".

The following have been provided and/or executed pursuant to the same:

- A. As to Bid Deposit/Performance Guaranty:
 - I. Certified or Cashier's Check
 - 2. Bid Bond

Failure to execute any form or furnish any of the required information will be cause for the rejection of said bid.

Signed _____
Company Name _____
Address _____
City, State, Zip _____

Sworn to and subscribed
before me this day
of , 2014

Notary Public

**BID FORM
HEAVY EQUIPMENT LEASE FOR DEPARTMENT OF PUBLIC WORKS
TOWN OF SECAUCUS**

To: Mayor & Council
Town of Secaucus

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

Enclosed is a certified check, bank draft, or bid bond in the amount of \$2,000.00. This surety is made payable to the Town of Secaucus, and it is hereby agreed that it shall be forfeited as liquidated damages – and not as penalty – if this Bid is found to be the lowest and the undersigned fails to execute a contract with said Town under the conditions of the specifications.

I (we) submit the following bid:

<u>EQUIPMENT TYPE</u>	<u>ONE (1) YEAR LEASE RATE PER 8 HOUR DAY</u>	<u>TWO YEAR LEASE RATE PER 8 HOUR DAY</u>
<u>DOZER w/Operator</u>		
10 Ton LGP Bulldozer 6 way Blade	\$ _____	\$ _____
20 Ton LGP Bulldozer straight way blade	\$ _____	\$ _____
<u>Excavator w/Operator</u>		
8 Ton Mini Excavator	\$ _____	\$ _____
25 Ton Reduced Tail Swing Excavator	\$ _____	\$ _____
25 Ton Excavator	\$ _____	\$ _____
35 Ton Excavator	\$ _____	\$ _____
<u>Excavator w/Hydraulic Breaker w/Operator</u>		
8 Ton Excavator with 1200 lb Hydraulic Hammer	\$ _____	\$ _____
35 Ton Excavator with 8000 lb Hydraulic Hammer	\$ _____	\$ _____
<u>EQUIPMENT TYPE</u>	<u>ONE (1) YEAR LEASE RATE PER 8 HOUR DAY</u>	<u>TWO YEAR LEASE RATE PER 8 HOUR DAY</u>
<u>Loader w/Operator</u>		
4 Ton Skid Steer	\$ _____	\$ _____
2 YD Side Dump Bucket Front Loader	\$ _____	\$ _____
3.5 YD Bucket Front Loader	\$ _____	\$ _____

Road Grader w/Operator

90 HP Road Grader	\$ _____	\$ _____
14' Blade w/ Laser Control		

Trucks w/Operator

Mason Dump	\$ _____	\$ _____
Tandem Dump	\$ _____	\$ _____
Single Axle Dump	\$ _____	\$ _____
Off Road 11 Ton Dump	\$ _____	\$ _____
Off Road 25 Ton Dump	\$ _____	\$ _____
Tandem Axle Tractor	\$ _____	\$ _____

Trencher w/Operator

10 Ton Track	\$ _____	\$ _____
Trencher 6' Dig Depth		

Trailers

4 Ton Tag a Long	\$ _____	\$ _____
20 Ton Tag A Long	\$ _____	\$ _____
35 Ton Low Boy	\$ _____	\$ _____
Dump 25 YD	\$ _____	\$ _____

EQUIPMENT TYPE

**ONE (1) YEAR
LEASE RATE
PER 8 HOUR DAY**

**TWO YEAR
LEASE RATE
PER 8 HOUR DAY**

Compaction w/Laborer

Jumping Jack	\$ _____	\$ _____
Plate Tamper	\$ _____	\$ _____
Ramax 33"	\$ _____	\$ _____
Ingersoll Rand 84" Smooth Drum	\$ _____	\$ _____

Crew

Forman	\$ _____	\$ _____
Journeyman	\$ _____	\$ _____
Welder	\$ _____	\$ _____
Mechanic	\$ _____	\$ _____

Total Amount Bid	\$ _____	\$ _____
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Total amount bid written out

The Town of Secaucus reserves the right to choose among the lowest rates on a piece of equipment basis.

The Town of Secaucus reserves the right to extend the Contract duration for a period of 365 days upon mutual agreement of the Owner and the Contractor.

No fuel price adjustment will be provided for this project.

(I) (We) understand that the Town reserves the right to reject any and all bids and waive any informality in the bids.

(Corporate seal must be affixed)

Signed _____

Sworn to and subscribed
before me this day
of , 2014

Company Name _____

Address _____

Town, City, Zip _____

Notary Public

Telephone _____

NOTE: Do not detach this Bid Form from the specification.

TOWN OF SECAUCUS

DPW HEAVY EQUIPMENT LEASE
 (Name of Construction/Public Works Project)

 (Project or Bid Number)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
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X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21	
	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A.</u> , 52:25-24.2	
	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	A copy of contractor's and subcontractors' listed business registration	

B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

• Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)		Initial Each Item Submitted with Bid (Bidder's initials)
--	--	--	--	--

	A Certified Financial Statement prepared within the last twelve months	
	Consent of Surety as to a Labor and Material Payment Bond	
	Statement of compliance with <u>N.J.S.A.</u> 45:14C-2(h) (licensed master plumber)	
X	Affidavit of Foreign Corporation	
X	Statement of Compliance With Bidding Requirement	

	Consent of surety as to maintenance bond as required by <u>N.J.S.A.</u> 40A:11-16.3b	
X	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
X	Bid Form	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements,

Name of Bidder: _____

Signature: _____

Print Name and Title: _____

Date: _____

<u>EQUIPMENT TYPE</u>	<u>TWO YEAR LEASE RATE (PER 8 HOUR DAY)</u>
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John Deere 120 Track Excavator	\$
CAT 330 Track Excavator	\$
CAT 225 Track Excavator	\$
580 Case Backhoe	\$
3 CX JCB Backhoe/E/EXT.HOE	\$
Low Boy Tractor & Trailer	\$
Dump Truck	\$
Tractor with Dump Trailer	\$
320 CAT (21 tons)	\$
790 John Deere (26 tons)	\$
450 L Case	\$
Backhoe Loader	\$
Wheel Loader CAT 950	\$
Tandem	\$
RD 40 Screener	\$
COST OF EQUIPMENT MOVE	\$ per move

Schedule 6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ **Proposer:** _____

Pursuant to Public Law 2014, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2014, 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, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

Full Name (Print):
Signature:
TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

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

Subscribed and sworn to before me
this _____ day of _____, 2014

Notary Public
State of _____
My Commission Expires _____

(Signature of Professional)

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