

NOTICE FOR BIDS FOR SNOW AND DEBRIS REMOVAL FROM CONTRACTORS

For Calendar Year 2023



**TOWNSHIP OF MIDDLE
33 MECHANIC STREET
CAPE MAY COURT HOUSE, NEW JERSEY 08210**



TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

NOTICE TO BIDDERS

Take notice that sealed bids are hereby requested for supplying the following services and/or materials to the Township of Middle in the calendar year 2023.

SNOW AND DEBRIS REMOVAL

The sealed bids will be received by the Township Clerk of the Township of Middle at 33 Mechanic Street, Cape May Court House, New Jersey 08210, up to and including 10:00am on December 01, 2022 prevailing time, at that time and place the bids will be opened in the 2nd floor conference room and considered by the Township.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975 c 127

Bidders are required to submit a statement of ownership with the bid in compliance with N.J.S. 52:25-24.2 (P.L. 1977, c33)

Specifications are on file and available beginning November 16, 2022 at the Treasurer's Office, 33 Mechanic Street, Cape May Court House, New Jersey 08210.

The Township reserves the right to reject any or all bids and to waive any informality in any bid.
By Order of the Township Committee.

Kimberly D. Osmundsen
Township Clerk

INSTRUCTIONS TO BIDDERS

General Information This bid is being issued pursuant to N.J.S.A. 19:44A-20.4, *et seq.* “Fair and Open” and shall be awarded pursuant to N.J.S.A. 40A:11-1, *et seq.* Pursuant to c271, P.L. 205, s3, any business entity that has received \$50,000.00 or more in a calendar year through agreements or contracts with public entities must file an annual disclosure statement with the NJ Election Law Enforcement Commission. Filing information is available at www.elec.state.nj.us.

1. **Submission of Bids:** Sealed bids shall be returned in an envelope by December 1, 2022 at 10:00 am and bidders shall write their company name, address and bid description on the front of the envelope. The Township of Middle (hereinafter the “Township”) assumes no responsibility for bids opened in error due to improperly marked envelopes. Bids shall be forwarded to the attention of Kimberly D. Osmundsen, Township Clerk, 33 Mechanic Street, Cape May Court House, New Jersey 08210.
 - a. A bid cannot be withdrawn after the expiration of the time established for receiving bids, nor can any changes in price or other substantive details be made by letter, telephone or verbal statement.
 - b. It is the bidder’s responsibility to ensure that bids are presented to the Township on the hour and at the place designated herein. Bids may be hand delivered, mailed or sent express carrier. The Township assumes no responsibility for bids forwarded by mail or express carrier. Bids received after the time and/or date will be returned to the bidder unopened.
 - c. Bids must be signed in ink by the bidder. All bids shall be made with typewriter, pen or ink. Any bid showing any erasure/alteration must be initialed in ink by the bidder.
 - d. Bid prices shall be listed on the appropriate spaces provided on the Pricing and Proposal pages herein. Failure to list pricing completely or to properly execute the Pricing and Proposal Pages shall constitute a material defect that is neither curable nor waivable and shall result in the rejection of the bid.
 - e. Bidders shall furnish one (1) original bid and one (1) photocopy.
 - f. All bid prices shall be firm and binding. However, should any price reduction occur during the term of this contract, the contractor shall agree to extend said price reductions to the Township of Middle.

2. **Bid Evaluation:** The Township’s Administrator and Chief Financial Officer are to make a recommendation to Township Committee as to the most appropriate snow removal contractors based on factors including equipment type, capacity and price. It is possible that different snow removal contractors could be used depending on type of equipment available and the needs of the Township.

3. **NJ Business Registration:** Contractors are advised that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey Tax Laws. Pursuant to c57, P.L. 2004, all bidders **MUST** furnish a copy of their State of New Jersey Business Registration Certificate with this bid.

4. **Public (Stockholder) Disclosure Information:** This form, as provided herein, **MUST** be completed, signed and returned with this bid.

5. **Taxes:** The Township is exempt from all Federal, State and Local taxes, use or Excise taxes.

6. **Postponement of Addenda:** The Township reserves the right to postpone the date and time for submitting and opening bids or to revise the specifications and will give written notice of any such postponement or revisions via addendum pursuant to N.J.S.A. 40A:11-23(c)(1).

 7. **Withdrawal of Bids:** A written request for the withdrawal of a bid will be granted by the Township Clerk if the request is received prior to the designated date and time for the opening of bids. No bids may be withdrawn during the sixty (60) day period after receipt and opening of bids, pursuant to N.J.S.A. 40A:11-24(a).

 8. **Irregularities:** The Township reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities and to award considering all factors, including type of equipment, price and other costs, in the best interest of the Township.

 9. **New Jersey Law:** This contract shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all claims to enforce or interpret the contracts shall be brought in the Superior Court of New Jersey, Cape May County.

 10. **Contract length:** This contract shall be for one year, with a one-year option for year 2024 at the Township's sole discretion.
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GOODS AND SERVICES CONTRACTS
(INCLUDING PURCHASE ORDERS)

N.J.S.A. 52:32-44 imposes the following requirements on Contractors 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 a 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 the 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.

CONSTRUCTION CONTRACTS
(INCLUDING PUBLIC WORKS RELATED PURCHASE ORDERS)

N.J.S.A. 52:32-44 imposes the following requirements on Contractors 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 and Suppliers to submit proof of Business Registration to Contractor.
- 2) Subcontractors through all tiers of project must provide written notice to their Subcontractors and Suppliers to submit proof of Business Registration and Subcontractors shall collect such proofs of Business Registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contacting agency an accurate list of all Subcontractors and Suppliers or attest that none was used; and,
- 4) 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 of 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

The Contractor shall submit to the public agency, after notification of award, but prior to execution of a good 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 Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

INDEMNIFICATION:

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands rising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

12. **INSURANCE:**

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them any be liable.

Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured."

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

SCHEDULE "A"
Schedule of Insurance

Notwithstanding the indemnification and defense obligations of ("Contractor"), the Contractor shall provide at its own cost and expense proof of the following insurance to the "Township".

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products and Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000.00) dollars with a minimum annual aggregate of two million (\$2,000,000.00) dollars.

Township shall be named as "Additional Insured."

C. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000.00) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired and non-owned automobiles.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this Contract.

The insurance companies from the above coverages must be licensed by the State of New Jersey and acceptable to the "Township". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Township's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

BID DOCUMENT CHECKLIST

**Required
With
Bid**

**Read,
Signed
& Submitted
Bidder's Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

- Stockholder Disclosure Certification
- Non-Collusion Affidavit
- Acknowledgement of Receipt of Addenda
- Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire
- Statement of Bidder's Qualifications:
- Disclosure of Investment Activities in Iran:
- Consent of Surety:
- Bid Guarantee:
- Signed Solid Waste and Recyclable material proposal:
- Certified Photo-copies of bidder's certificate of Public Convenience and Necessity accompanied with approval letter issued in conformance with N.J.S.A 13: 1E-126:
- Consent of Surety:

B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

- Business Registration Certificate and W9 – Due by award of contract
- Business Registration Certificate and W9 – Named /Listed Subcontractor(s) to be registered at time of bid submission
- Certificate of Insurance naming the Township of Middle additionally insured due by award of contract

C. READ ONLY

- Americans With Disability Act of 1990 Language

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____

Date: _____

Signature: _____

Print Name &
Title: _____

PRICING AND PROPOSAL

The table below lists the most common snow removal equipment and equipment required to remove branches, trees and debris in the event of a hurricane or severe Nor'easter. There are blank spaces available to add equipment you may offer and their costs.

EQUIPMENT	SPECIFICATI ON	CAPACITY/SI ZE	2023 HOURLY RATE	2024 HOURLY RATE*
Loader, Wheel	Bucket Capacity	0.5 cy		
Loader, Wheel	Bucket Capacity	1 cy		
Loader, Wheel	Bucket Capacity	1.5 cy		
Loader, Wheel	Bucket Capacity	2 cy		
Loader, Wheel	Bucket Capacity	3 cy		
Loader, Wheel	Bucket Capacity	4 cy		
Loader, Wheel	Bucket Capacity	5 cy		
Loader, Wheel	Bucket Capacity	6 cy		
Loader, Wheel	Bucket Capacity	7 cy		
Loader, Wheel	Bucket Capacity	8 cy		
Plow, Snow, Grader, Mounted	Width	To 10 ft		
Plow, Snow, Grader, Mounted	Width	To 14 ft		
Plow, Snow, Truck, Mounted	Width	To 15 ft		
Plow, Snow, Truck, Mounted	Width	To 15 ft		
Trailer, Dump	Capacity	20 cy		
Trailer, Dump	Capacity	30 cy		
Truck, Dump	Capacity	12 cy		
Truck, Dump	Capacity	18 cy		
Truck, Dump, Off	Capacity	28 cy		

*2024 is an optional one-year addition, at the Township's sole discretion to exercise

DATE _____, 2022

VENDOR NAME: _____

SIGNED: _____ PRINTED: _____

TITLE: _____ TELEPHONE: _____

FAX #: _____ E-MAIL: _____

CONTACT PERSON: _____

ADDRESS: _____

Township of Middle
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Bidder Business: _____

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS CITY STATE ZIP

TELEPHONE # FAX # EMAIL

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME HOME ADDRESS

NAME HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

Township of Middle
NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

I, _____ of the City of _____

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed 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 Middle 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 _____.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

A.
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township of Middle and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township of Middle files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of Middle, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township of Middle and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township of Middle as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
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 status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency

through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Township of Middle

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

The Contractor and the Owner, do hereby agree that the provisions of Title 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.

Township of Middle

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors 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 and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) 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.

Township of Middle

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
WILL BE CAUSE FOR REJECTION OF YOUR BID RESPONSE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

Township of Middle
County of Cape May, New Jersey
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Bidder/Offeror:** _____

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

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

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

NAME: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror 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 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 Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of Middle, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

ALL GOVERNMENT CONTRACTING UNITS IN New Jersey have received new responsibilities under the recently enacted P.L. 2004, c.57. Starting September 1, 2004, all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

The purpose of contractor registration (which is separate from requirements of the Public Works Contractor Registration Act) is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales and use, and other taxes. While sales and use taxes are not paid on government contracts, the requirement to register to obtain government contracts obligates them to comply with the law on non-government contracts. Businesses, particularly out-of-state businesses, competing with New Jersey based businesses often do not pay the required taxes. Thus, unregistered businesses take unfair advantage of New Jersey businesses and deprive the State of its rightfully due taxes.

“Proof of registration” means a copy of the organization’s “Business Registration Certificate” issued by the Division of Revenue. No other form can be substituted; it must be this form.

Contractors must obtain proof of registration from their subcontractors.

Township of Middle
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED