

Request for Proposals

For the Position of Legal Counsel-Civil Litigation

Tuesday, December 20, 2022

11:00 A.M. Prevailing Time

Salem County Purchasing Department

Kelly Hannigan, Purchasing Agent

Stephen Hoffman, Purchasing Assistant

Salem County Administration Building

110 Fifth Street, Suite 400

Salem, NJ 08079



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Notice to Providers

PUBLIC NOTICE FOR SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS

The Salem County Commissioners is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.7 for the following position: **Legal Counsel-Civil Litigation**

Copies of the Request for Proposal are available between 9:00 A.M. and 4:00 P.M., Monday-Friday at the Salem County Purchasing Office, 110 5th Street, Suite 400, Salem, NJ 08079 or they may be faxed, emailed, or mailed on telephone request by calling (856) 935-7510 x 8401 or email request to purchasing@salemcountynj.gov.

Interested applicants must submit one (1) original **CLEARLY** marked as original, and four (4) complete copies and one electronic copy on CD or flash drive of the required information by mail to **Attention: Stephen Hoffman, Purchasing Assistant, 110 Fifth Street, Suite 400, Salem, New Jersey 08079 to be received no later than 11:00 A.M. on Tuesday, December 20, 2022** at which time all proposals received shall be publicly opened and announced by the Purchasing Agent or her designee. Proposals shall be enclosed in a sealed envelope with the following legend on the outermost package: **"Proposal for the Position of Salem County Legal Counsel-Bail Forfeiture"**. **Proposals will not be accepted by e-mail.** The information to be submitted in order to be considered is as follows: professional resume and/or other materials which shall include at a minimum full name and business address; dates of licensure in the State of New Jersey, if applicable; a listing of any professional affiliations or memberships in any professional societies or organizations, with an indication as to any offices held therein; the number of licensed professionals employed by/affiliated with the applicant; a listing of all special accreditations held by the individual licensed professional or business entity; and a listing of all previous public entities served by the business entity or licensed professional, indicating the dates of service and position held. The applicant shall also submit the proposed rate(s) of compensation requested.

Proposals will thereafter be received by the Salem County Commissioners, who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the required submissions as outlined in the Request for Proposal; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the County of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the Authority; (v) availability to accommodate meeting and interface requirements with the County of Salem for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the County of Salem; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the proposal.

The County of Salem reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the County of Salem. The County of Salem's determination of the applicant who is most advantageous to the goals and objectives of the County shall be final and conclusive.

By order of the Salem County Commissioners,
Benjamin H. Laury, Director

Kelly Hannigan, Purchasing Agent
Stephen Hoffman, Purchasing Assistant

Professional Service

Position and Term

The County of Salem requests proposals from qualified New Jersey attorneys or law firms interested in serving in the position of "Civil Litigation Counsel" from January 1, 2023, to December 31, 2023.

The terms: Request for Proposal, RFP, Request for Qualification, RFQ, Proposal, Bid, Bidder are all interchangeable within this document and are to be construed as the information for a respondent to prepare themselves to provide a response to the County. The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids, and selection of the most responsible vendor.

General Information on the County of Salem

Salem County is governed by the five member Salem County Board of County Commissioners. The County operates on a calendar year budget. The Board generally meets twice per month except for the months of June, July and August. The County is approximately 338 square miles and has an estimated population of 66,342. The County is located in the southwest portion of New Jersey and is connected to the Delaware Memorial Bridge. It is served by Inter State Highway Systems (Routes 40, 45, 49, 55, 56, 77 and 130). The County owns and maintains and approximately 356 miles of paved County roadways and owns and operates 18 miles of short line railway which provides freight services to area businesses. The County has partial or total ownership of 6 water control structures; 148 bridges over waterways and 2 railroad trestle bridges. The county employees approximately 650 fulltime and part time employees and engages over 100 volunteers for various activities.

- Salem County currently employs 540+ employees of which approximately 450 are covered by a collective bargaining agreement and approximately 440 covered by county health benefits (medical, dental, vision, prescription).
- Salem County presently has 9 collective bargaining agreements in place and are governed by three main unions-Communications Workers of America (CWA), Police Benevolent Association (PBA) and Fraternal Order of Police (FOP).

Minimum Requirements

- Must be fully licensed and in good standing to practice law in the State of New Jersey.
- Experience with managing civil litigation cases in a New Jersey Public Entity setting.
- Minimum of three (3) years of experience representing a New Jersey County as Counsel handling Civil Litigation in State and Federal Court.
- Extensive knowledge of New Jersey Statutes- Title 59. Claims Against Public Entities "New Jersey Tort Claims Act."

Description of Services

Serves as legal counsel for the Salem County Board of Commissioners and related County Employers/Appointing Authorities, including County Sheriff, County Prosecutor, County Surrogate, and County Clerk with respect to Civil Litigation. Works in collaboration with County Counsel, County Purchasing Agent/Risk Manager and third-party insurance carriers to manage claims made against the County and its legal entities which are assigned by County Counsel. Attend the following meetings and perform the following functions as requested:

- Interface with the Salem County Board of Commissioners, Administrative Committee, County Administrator, County Counsel, Chief Finance Officer, Purchasing Agent/Risk Manager and other County Officials as well as Salem County's Third-Party Administrators.
- Maintains a current and active list of all civil litigation matters and provides a written status report detailing each case and their status on a Monthly basis to the County Administrator and County Counsel.
- Within the confines of Salem County's Settlement Authority for Insurance Claims and when specifically authorized by the Salem County Administrator and/or County Counsel, negotiates on behalf of the County in relation to settlement discussion.
- On call to assist the County in formulating strategy and defense on civil litigation matters.
- On call to guide the County on serious incidents which may result in civil litigation.
- Represents the County before the Courts on civil litigation matters, as assigned.

Compensation

Compensation shall be based on a professional services contract to be negotiated by the County with the applicant deemed to be most advantageous.

Cost to provide the service/ work shall be determined by the solicitation of quotations for each specific project arising during the term of this contract. The proposals submitted must contain a rate schedule for each level of expertise offered by the firm/individual.

Respondents shall specify all 2023 costs associated with performing the requirements of this contract whether such costs are in the form of a per hour fee, an annual fee, an annual fee not to exceed a specific amount, and/or a schedule of fees, including an hourly rate schedule the County shall be charged when services are provided by other members of staff. A proposal showing a minimum and maximum range of fees is not acceptable.

Respondents shall also specify any reimbursable expenses, including but not limited to, mileage, extraordinary production of documents, etc., that you may charge the County at the actual rate incurred, while performing the requirements of this contract. The County of Salem will not reimburse the attorney for general office expenses such as West Law Subscription, copier rental, computer systems, office space; fax or phone lines, etc.

Vendor shall submit monthly invoices to the County of Salem County Counsel Office. Said invoices will contain sufficient detailed information to enable verification of work (i.e. hourly rate, billable hours on assignment for each matter, description of case, etc.) and for the County to be able to use in insurance claims where legal costs are reimbursed to the County by the carrier.

Fair and Open Process

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4. Applicants who meet the Minimum Requirements for the position as set forth below and are willing to provide the described services for the disclosed compensation, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

In order to be considered applicants must submit their reply to the Office of the County Purchasing Agent at 110 Fifth Street, Suite 400, Salem, New Jersey 08079, telephone 856-935-7510 ext. 8401 on or before **11:00 A.M. on Tuesday, December 20, 2022**. At that time and place all proposals received shall be publicly opened and announced by the County Purchasing Agent or her designee.

Proposals will thereafter be received by the Salem County Board of Commissioners who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Proposal Requirements and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the County of Salem and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the County; (v) availability to accommodate meeting and interface requirements with the County Officials for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the County; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the proposal.

The County reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the County.

The County's determination of the applicant who is most advantageous to the goals and objectives of the County shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting.

No applicant shall influence, or attempt to influence or cause to be influenced, any County Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any County Official, Officer or employee to secure unwarranted privileges or advantages.

Proposal Requirements

Applicants must submit one (1) original **CLEARLY** marked as original, and four (4) complete copies and one electronic copy on CD or flash drive of the required information. The original proposal shall be marked to distinguish it from the copies. **The original document must contain a complete copy of this Request for Proposal with all pages initialed in the lower right corner.**

In order to be environmentally sensitive, the County of Salem requests vendors to NOT utilize three ring binders, plastic coated covers or divider tabs in their proposals or to bind or burse the proposal documents with plastic rings. Additionally, with the exception of the required forms and this request for proposal, the vendor's response to this RFP, which shall include the following items is to be limited to no more than 20 pages.

1. Please attach resume and/or other documentation demonstrating compliance with the "Minimum Requirements" detailed above.
2. Please describe your experience with regard to the negotiation of settlement of claims.
3. Please describe your experience with regard to New Jersey Statutes Title 59. Claims Against Public Entities (Tort Claims Act)
4. Disclose and describe whether you have ever been sued for malpractice.
5. Disclose and describe any arrests or convictions against you.
6. Identify any conflict of interest you have in serving Salem County as Civil Litigation Counsel.
7. Identify the location of your office.
8. Describe the resources of your office. Include details of support staff. Include information on other qualified attorneys in your office who would be available to County Officials in the event you were absent or unavailable.
9. Affirm your acceptance of the annual compensation level for all services except general office expenses such as West Law Subscription, copier rental, computer systems, etc.
10. Identify the hourly rate for all services not covered by the base annual compensation.
11. List your office expenses for reimbursable expenses such as postage, copying, travel, etc.

Standard Terms and Conditions

1. Terms Governing all Contracts

- 1.1 Unless the bidder is specifically instructed otherwise in this bid packet, the following terms and conditions shall apply to all contracts or purchase agreements made with the County of Salem. These terms are in addition to the terms and conditions set forth in the contract form and should be read in conjunction with same unless the bid packet specifically indicates otherwise. In the event that the bidder would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the contract, the bidder must present those conflicts in an attached document clearly marked “Conflicts with Terms and Conditions” for the County of Salem to consider. This document must be attached to the bid packet and must be signed and dated by an official of the proposing company. Any conflicting terms and conditions that the County of Salem is willing to accept will be reflected in an addendum to the bid packet. The County's terms and conditions shall prevail over any conflicts set forth in a bidder’s proposal that were not submitted through the above process and approved by the County. Nothing in these terms and conditions shall prohibit the County Solicitor from amending a contract when the Solicitor determines it is in the best interests of the County.
- 1.2 **Exceptions to Specifications** - Exceptions, if any, to the specifications, shall be noted on the Proposal Form, and must be detailed in writing at the time of the bid. Exceptions to the specifications must be marked on the “Bid Exceptions Form” provided within. The form must be signed and dated by an official of the organization. Please note that proposals received without any exceptions noted shall be assumed to be in complete compliance with the specifications. It should be noted that failure to list "Exceptions to Specifications" shall in no way provide relief to vendors providing services which do not meet the technical specifications. Vendors found to be supplying services which are not identified as "Exceptions to Specifications" shall be subject to legal action.
- 1.3 **Addenda** - Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Salem County Purchasing Agent, who may send written instructions to the prospective bidders in the form of addenda. If an addendum is issued, prospective bidders shall acknowledge receipt of such on the form provided within this bid document, entitled “Acknowledgment of Receipt of Addenda”, and must return this form with their submission. Failure to acknowledge and return with your submission the receipt of any issued addenda for this bid on the “Acknowledgement of Receipt of Addenda” form provided in this bid document shall be cause for your bid to be rejected. N.J.S.A. 40A:11-23.2.e.
- 1.4 **Oral Instructions** - Neither the County of Salem nor its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.
- 1.5 **Reservations** - The County of Salem reserves the right to reject any or all bids, if necessary, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item, items or services in the bids should it be deemed in the best interest of the County to do so. The Board of County Commissioners also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- 1.6 **Time for Making Awards** - The County of Salem normally awards contracts or rejects all bids within thirty (30) days, but in no case more than sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their bids held for consideration for a longer period.

Brand Names – Brand names or descriptions used in this specification are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Where a brand name, trade name, or other references using a manufacturer’s name or terms appear it is intended to be a guide referring to a specific quality, grade, style, or size. A product of equal quality will be considered but must be designated in

- 1.7 accordance with the conditions specified in the “Exceptions to Specifications” document. For the purpose of evaluation, where an equivalent product is being bid, the bidder must indicate, no matter how slight, any variations from the items specified. If no variations are noted it will be construed that the bid fully conforms to the specifications in every instance. The decision by the Salem County Purchasing Agent for the County of Salem as to whether a bid alternative or substitute is in fact equal, shall be final and without recourse.
- 1.8 **Chemical Abstracts** - The manufacturer or supplier of a substance or a mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to assure that every container bears a proper label at a County facility. This complies with P.L. 1983, Chapter 315, "Worker Right to Know Act", subsection B, section 14. Further, all applicable Safety Data Sheets (SDS) must be furnished, in legible form, to the County of Salem and included in the response packet and with each shipment of material to the County.
- 1.9 **Tie Bids** - The County of Salem reserves the right to award at their discretion to any one of the tie bidders.
- 1.10 **Signatures** - The bid must be signed in ink by a company official in order to be accepted by the County of Salem as a valid bid. Failure to sign the bid may result in your bid being rejected.
- 1.11 **Differences** - The County may, after bids are opened, request from any vendor, clarification of any statement or information contained in their bid. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the County Purchasing Agent or his designated representative's decision is to be final conclusive.
- 1.12 **Mailed Bids** - Bids may be hand delivered or mailed consistent with the provisions of the legal notice to bidder. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids unopened.
- 1.13 **American Produced Goods** - Only manufactured and farm products of the United States, wherever available, shall be used under this contract pursuant to N.J.S.A. 40A:11-18. However, the decision of the Salem County Board of County Commissioners will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law.
- 1.14 **Conflicts of Interest** - No bidder shall influence, or attempt to influence or cause to be influenced, any County officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. No bidder shall cause or influence, or attempt to cause or influence, any County officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the bidder or any other person.
- 1.15 **Trademark** - By submission of the bid, the bidder certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful bidder shall, at its expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

2. State Law Requirements

These specifications, instructions to bidders, and all accompanying documents, the bid and contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

- 2.1 **Bid Security** - *(Not required for this bid)*
- 2.2 **Performance Bond** - *(Not required for this bid)*
- 2.3 **Public Works Contractor Registration** - *(Not required for this bid)*
- 2.5 **Prevailing Wage Act** – *(Not required for this bid)*

Business Registration *(Required for this bid)* - Pursuant to N.J.S.A. 52:32-44, the County of Salem is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid have a valid Business Registration Certificate on file with the Division of Revenue. 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: the contractor shall provide written notice, to its subcontractors to submit proof of

- 2.6 Business Registration to the contractor; 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; 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 \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.
- 2.7 **Anti-Discrimination** (*Required for this bid*) - All parties to any contract with the County of Salem agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under are hereby incorporated by reference.
- 2.8 **Pay to Play Prohibitions** (*Not Required for this bid*) - Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to: make or solicit a contribution in violation of the statute; knowingly conceal or misrepresent a contribution given or received; make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; fund contributions made by third parties, including consultants, attorneys, family members, and employees; engage in any exchange of contributions to circumvent the intent of the Legislation; or directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.
- 2.9 **Americans with Disabilities Act** (*Required for this bid*) - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.
- 2.10 **Affirmative Action Law** (*Required for this bid*) - In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report.
- 2.11 **Corporate Disclosure** (*Required for this bid*) – No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33).
- 2.12 **Financial and Ability Verification** – The County, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq., may require from any person proposing to Bid heron a statement showing his financial ability and experience in performing public work before furnishing him with the

Contract Documents, therefore, and if not satisfied with the sufficiency of the statement, may refuse the Contract Documents to him.

Indemnification (Required for this bid) - To the extent that state and/or federal laws limit the terms and conditions of this Section, it shall be deemed so limited to comply with such state and/or

- 2.13 federal laws. To the fullest extent permitted by law, (Contractor, i.e. Indemnitor) shall indemnify and hold harmless Salem County], its affiliates and their respective members, employees, agents and representatives (collectively, the “Indemnified Parties” and each an “Indemnified Party”) from and against liabilities, claims, damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions and expenses, including but not limited to attorneys’ fees, legal costs and legal expenses, [including those brought by or related to the Indemnitor’s own employees, servants, agents or workmen such that the Indemnitor waives any immunity under any workers’ compensation, disability benefit or other employee benefit acts or statutes for the purposes of this Section] provided that such liability, claim, damage, loss, demand, judgment, action or expense or penalty or fine [(1) allegedly or actually arises out of, is connected to, or results from performance of or failure to perform the work under this Contract by the Indemnitor, or the Indemnitor’s agents, employees, sub tier contractors and suppliers (collectively, “Indemnitor Parties”), or (2) is connected with any accident or occurrence which happens or is alleged to have happened (a) in or about the place where such work is or was performed, (b) while the Indemnitor Parties are performing the work, or (c) while any of the Indemnitor Parties’ property, work in progress, equipment or personnel are in or about such place or the vicinity where the accident or occurrence took place, or (3) arises out of any professional services, and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to have been caused in part by the Indemnified Parties.

However, this indemnification provision shall not apply to an Indemnified Party that is an architect, engineer, surveyor or its agents, servants or employees (collectively, “Engineers”) for any liability, claim, damage, loss, demand, action or expenses caused by the Engineers sole negligence arising out of: (1) the preparation or approval by the Engineers of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineers provided such giving or failure to give is the primary cause of the liability, damage, claim, loss, demand, action or expense.

The obligations of this Section shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Section. This Section shall survive the termination of this Contract.

- 2.14 **Political Contribution Disclosure** – The successful vendor will be awarded this contract based on merits and abilities of that vendor to provide the goods and services as described herein. In the event this contract is not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned will hereby attest that vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, C19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Salem if a member of that political party is serving in an elective public office of that County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Salem County when the contract is awarded.

N.J.S.A. Statue 34: 9-2 - Resident citizens to be preferred in employment on public works. In the construction of any public work for the state, or any county, city, township, borough, or other municipal corporation or any board, committee, commission or officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road building, paving, bridge, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the State for a period of not less than one (1) year immediately prior to such employment.

2.15 Persons other than citizens of the State may be employed when such citizens are not available. Every contract for the construction of public works shall provide that if this section is not complied with the Contract shall be voidable at the instance of the State or County. All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the Office of the Commissioner of Labor the name and address of all Contractors holding Contracts with the state, or any county, or municipal corporation, or with any board, committee, commission or officer thereof. Upon the demand of the Commissioner a Contractor shall furnish a list of name and address of all his or its Sub-contractors. Each Contractor performing work for the state, or for any county, or municipal corporation, or for any board, committee, commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted. Any person, firm, or corporation violating the provisions of this section shall be deemed and adjudged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) or by imprisonment of not less than thirty days (30) nor more than ninety days (90), or by both such fine and imprisonment.

2.16 **Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)** *(Required for this bid)* – Bidders are advised that of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts; or
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

3. Insurance (Required for this contract)

- 3.1 The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and the Solicitor for the County or Risk Management Consultant of Salem has approved the insurance policies. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey. The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the **County of Salem as additional insured (see paragraph below) on a primary and non-contributory basis. Additional insured status shall apply to General Liability, Automobile Liability and Umbrella (Excess) policies.** Such Certificate of Insurance shall provide that the insurance company gives the County of Salem thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The County of Salem shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.
- 3.2 The bidder's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- 3.3 On any construction, reconstruction, alteration, or similar project, the Contractor shall require each Subcontractor to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by the Contractor. This coverage shall be in addition to the coverage carried by the Contractor and shall list the County of Salem Additional Insured on the policy.
- 3.4 It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

- 3.4.1 **Workers' Compensation and Employer's Liability:** including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements, provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

Workers' Compensation Coverage: Statutory Requirements
Employers Liability Limits not less than:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit
- Includes coverage for sole proprietors, partners, members or officers working at the job site

3.4.2 Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

Occurrence Form with the following limits:

- General Aggregate: \$2,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000

3.4.3 Automobile Liability:

Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto/Vehicle”), if you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

- Per Accident Combined Single Limit \$1,000,000

3.4.4 Commercial Umbrella/Excess Liability:

Policy(ies) to apply on a Following Form Basis of the following:

- Commercial General Liability,
 - Automobile Liability, and
 - Employers Liability Coverage.
- Minimum Limits of Liability
 - Occurrence Limit: \$5,000,000
 - Aggregate Limit: \$5,000,000

3.4.5 Architects & Engineers Professional Liability Policy/Contractors Pollution Liability insurance-*NOT APPLICABLE TO THIS CONTRACT:*

Minimum Limits of Liability
Per Claim Limit: \$5,000,000
Aggregate Limit: \$5,000,000

- Covering losses caused by professional and pollution incidents that arise from the operations of the Architect & Engineer/Contractor and /or their subcontractors of any tier.
- The Definition of “Covered Services” shall include the services required in the scope of this contract.
- Minimum Limits of Liability:
- Occurrence Limit: \$5,000,000
- Aggregate Limit: \$5,000,000
- Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.

- No Exclusions for Silica, Asbestos or Lead- **NOT APPLICABLE TO THIS CONTRACT**
- Include Mold Coverage for full policy limit of liability-**NOT APPLICABLE TO THIS CONTRACT**
- Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. (“RCRA”) or any related state or city environmental statute or the removal of any petroleum contaminated material at the project, -**NOT APPLICABLE TO THIS CONTRACT**
- All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000-**NOT APPLICABLE TO THIS CONTRACT**

ADDITIONAL INSURED:

Salem County, 94 Market Street, Salem, NJ 08079 (including Affiliates) shall be named as an ADDITIONAL INSURED on all liability policies (General Liability, Automobile Liability and Umbrella (Excess), except Workers’ Compensation and Professional Liability, for ongoing operations and completed operations on a primary and non-contributory basis.

WAIVER of RIGHTS OF SUBROGATION:

Contractor shall waive all rights of recovery, where allowed by law, against Salem County and all the additional insured for loss or damage covered by any of the insurance maintained by the Contractor.

Sample Certificate of Insurance Form

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER INSURED	CONTACT NAME: _____ FAX: _____ PHONE: _____ (A/C, B/c, Ext): _____ (A/C, Ext): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAME # _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____			
COVERAGES		CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
RIGHT LTR	TYPE OF INSURANCE	A/C# (B/C#) INSR. D/G#	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY) INSR. D/G# (MM/DD/YYYY)
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRG. <input type="checkbox"/> LOC			LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Acc/Inv/Prof) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBRED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRER AUTOS			
<input checked="" type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE			
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS/EXCLUSIONS/EXCEPTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NJ) (Yes, specify under DESCRIPTION OF OPERATIONS below)	Y/N N/A		LIMITS E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required) Salem County, (including Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability), for ongoing operations and completed operations on a primary noncontributory basis.				
CERTIFICATE HOLDER		CANCELLATION		
County of Salem 94 Market Street Salem, NJ 08079		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: _____		

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4. Terms Related to Price and Payment

- 4.1 Carelessness in quoting prices or in preparation of the bid otherwise shall not relieve the bidder. All quotations made on the bid form shall be made with a typewriter, or pen and ink. Any alterations, erasures, and/or white outs shall be initialed in ink by the bidder. Failure to provide all information, and/or failure to initial alterations may cause your bid to be rejected.
- 4.2 Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County of Salem. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges.
- 4.3 **Additional Claims** - The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.

Items Bid - No bidder will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one

- 4.4 price on any item, all prices for the item shall be rejected. If the amount shown in words and its equivalent in words do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the County of Salem of the extended totals shall govern. The award of contract will be made on the **PRICE and OTHER FACTORS**, to the best interest of the County of Salem. However, if for any reason the County of Salem deems it inadvisable to make an award of the item herein described, no award will be recommended, and their decision is to be final and conclusive.
- 4.5 **Quantity** - Unless otherwise specified on the Proposal Form or in the Technical Instructions for individual classes of commodities, the quantities listed are approximate only, and the County does not guarantee to purchase any definite, minimum, or maximum quantities.
- 4.6 **Taxes** - The County of Salem is exempt from any State sales tax and Federal excise tax. In submitting its bid, the bidder certifies that its total base bid does not include any NJ State Sales Tax.
- 4.7 **Permit Fees**- All bids submitted shall include in the price of any applicable permits or fees required by any other government entity that has jurisdiction to require the same. Vendor awarded the work will be responsible for filing for all permits required to complete the job.
- 4.8 **Payment** - A purchase order will be issued for each order from the Salem County Purchasing Department. No other order shall be accepted. With each purchase order, a voucher will be submitted for a Claimant signature. The vendor will sign the voucher and return it to the User Department. Upon receipt of the entire order, the payment will be sent the third Thursday of the following month. Proof of delivery documentation shall be attached to all vouchers submitted for payment. Please note that Salem County vouchers received by 25th day of a month are normally paid the third Thursday of the following month. Promptness in submitting vouchers is of advantage to the vendor. The County shall not be responsible for any late fees or service fees.
- 4.9 **New Jersey Prompt Payment Act** - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed Purchase Order or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the County of Salem prior to processing any payments for goods and services accepted by state agencies.

5. Terms Related to Termination/Cancellation

- 5.1 **Termination for Default** - The contractor's right to perform this contract may be terminated by the County in the event services are not performed as called for in the contract. Thereafter, the County may have the service performed by others and the Contractor shall be liable for all costs to the County in excess of the contract price for the remaining portion of the contract.
- 5.2 **Termination for Convenience** - If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the cancelled portion of the contract.
- 5.3 **Cancellation for Unappropriated Funds** - Salem County's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the County of Salem for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the County Treasurer and made available through receipt of revenues.

END OF GENERAL INSTRUCTIONS

Checklist

Read, Initialed
and Submitted

<input checked="" type="checkbox"/>	Official Bid Proposal	
<input checked="" type="checkbox"/>	Affirmative Action Requirements	
<input checked="" type="checkbox"/>	Equal Employment Opportunity Language	
<input checked="" type="checkbox"/>	Corporate Disclosure Statement pursuant to N.J.S.A. 52:25-24.2- Notarized and Raised Seal	
<input checked="" type="checkbox"/>	Consent of Insurance- Notarized and Raised Seal	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit- Notarized and Raised Seal	
<input checked="" type="checkbox"/>	Debarment Certification	
<input checked="" type="checkbox"/>	Acknowledge of Receipt of Addenda Form	
THE ITEMS THAT ARE CHECKED BELOW MUST BE SUBMITTED BY CONTRACT AWARD		
<input checked="" type="checkbox"/>	Certificates of the Required Insurance naming Salem County Additional Insured	
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate (Updated September 2018)	
<input checked="" type="checkbox"/>	W-9 Taxpayer Identification Number and Certificate	
<input checked="" type="checkbox"/>	Disclosure of Investment Activity in Iran	
<input checked="" type="checkbox"/>	Disclosure of Contributions to New Jersey Election Law Enforcement Commission	
THE ITEMS THAT ARE CHECKED BELOW are to be reviewed by the Bidders		
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	
<input checked="" type="checkbox"/>	General Information and Standard Terms and Conditions	
<input checked="" type="checkbox"/>	Technical Specifications	

The items and/or forms indicated above must be reviewed and/or submitted with your bid. This checklist is provided for informational purposes only. All required documentation may not be listed above, and it shall be the responsibility of the bidder to carefully review the complete the bid packet, familiarize themselves with the requirements of the packet, and to submit with their bid all required documentation.

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

Name of Company: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Affirmative Action Requirements
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RESPONDENTS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

- A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:
1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL
 2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT
 3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA302
- B. **CONSTRUCTION CONTRACTS** ALL SUCCESSFUL CONTRACTORS MUST SUBMIT WITHIN THREE (3) CALENDAR DAYS OF THE SIGNING OF THE CONTRACT AN INITIAL PROJECT MANNING REPORT AA 201 FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

COMPANY NAME:

SIGNATURE: _____ DATE: _____

PRINT NAME:

TITLE:

Americans with Disabilities Act

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the County, 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 his own expense, appear, defend, and pay any and all 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 County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 the 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 constructed to relieve the Contractor from any liability, nor preclude the County from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

Equal Employment Opportunity Language
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EXHIBIT A (Revised 04/10)

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 contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.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.**

I, the undersigned, do hereby agree to the terms as outlined in EXHIBIT A (Revised 04/10) from the New Jersey Public Law 1975, c. 127 (NJAC 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS in the State of New Jersey.

SIGNATURE _____

PRINT NAME _____ TITLE _____

COMPANY

ADDRESS

Corporate Disclosure Statement

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 ***County of Salem*** 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 ***County of Salem*** to notify the ***County of Salem*** 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 ***County of Salem*** to declare any contract(s) resulting from this certification void and unenforceable.

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

Consent of Insurance Coverage

WHEREAS, _____ as principal, has submitted a proposal to provide goods and/or services as specified herein to the County of Salem, and whereas, in order for such proposal to be considered, proof of insurance must be submitted therewith; NOW, THEREFORE BE IT KNOWN THAT, if the County of Salem shall accept the proposal of the Principal and the Principal shall enter into a contract with the County of Salem in accordance with the terms of such proposal, we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey and who also maintains an office in the State of New Jersey.
- B. Comprehensive General Liability insurance in an amount no less than \$ 500,000.00 professional liability insurance; and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- C. As needed, Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- D. All policies maintained shall name the County of Salem, 94 Market Street, Salem, NJ 08079 as an additional named insured and shall provide for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation terms of such policies. Certificates of insurance evidencing such policies and provisions shall be provided to the Qualified Purchasing Agent no later than 48 hours prior to the award of any contract.
- E. All required insurance coverage must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed
 Before me on this _____
 Day of _____,
 20_____.

PRINCIPAL:

 (Proposer's Company Name)

 (Authorized Signature for the Principal)

 NOTARY PUBLIC

INSURER:

My Commission expires: _____

 (Insurer's Company Name)

Non-Collusion Affidavit

State of _____

County of _____ ss:

I, _____ (Name of Affiant) residing in _____ (Name of Municipality)
in the County of _____ and the State of _____,
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (Title or Position) of the firm _____ (Name of Firm)
the vendor making the proposal for the above named project, and that I executed the said proposal with full
authority so to do; that said vendor 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 County of Salem in the State of New Jersey relies upon the
truth of 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)

Sworn to and subscribed
Before me on this _____
Day of _____,
20_____.

(Signature of Affiant)

(Print Name of Affiant)

NOTARY PUBLIC

My Commission expires:

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV) Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership
 Limited Partnership Limited Liability Partnership (LLP) Other (be specific):

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Salem is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by County of Salem to notify the County of Salem 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 County of Salem , permitting the County of Salem to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box that applies)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.		
Name of Individual or Organization			
Home Address (for Individual) or Business Address			
OR			
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Home Address (for Individual) or Business Address			
OR			
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Salem is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award County of Salem to notify the County of Salem 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 County of Salem , permitting the County of Salem to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities			
Section A			
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.		
Name of Business Entity		Business Address	
Add additional sheets if necessary			
OR			
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.		
Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Salem is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by County of Salem to notify the County of Salem 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 County of Salem , permitting the County of Salem to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Business Registration Certificates and Compliance

Revised Contract Language for Business Registration Certificates and Compliance (9-2018)

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

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

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

SAMPLES BUSINESS REGISTRATION CERTIFICATES

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<p>TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT</p> <p>TAXPAYER IDENTIFICATION: 970-887-9629/000</p> <p>ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611</p> <p>EFFECTIVE DATE: 09/09/01</p>	<p>TRADE NAME: CLIENT REGISTRATION</p> <p>SEQUENCE NUMBER: 0907230</p> <p>ISSUANCE DATE: 09/14/04</p> <p style="text-align: right;"><i>John S. Tully</i> Acting Director</p>	<p>Taxpayer Name: TAX REG TEST ACCOUNT</p> <p>Trade Name: TAX REG TEST ACCOUNT</p> <p>Address: 847 ROEBLING AVE TRENTON, NJ 08611</p> <p>Certificate Number: 1095907</p> <p>Date of Issuance: October 14, 2004</p>	<p>For Office Use Only: 20041014112813533</p>

- (3) Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.
- (4) Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

Disclosure of Investment Activity in Iran
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OPS Number: _____

Proposer: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

In accordance with Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification****

OR

- I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide 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 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

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 below-referenced person or entity. I acknowledge that the County of Salem 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 contracts with the County of Salem to notify the County 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 agreements(s) with the County of Salem and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Acknowledgment of Receipt of Addenda

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No addenda were received

Acknowledged for: _____
(Name of Vendor)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR PROPOSAL SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS PROPOSAL ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR YOUR PROPOSAL TO BE REJECTED. N.J.S.A. 40A:11-23.2.e.