

# PURCHASING NOTICE

- The Cape May County Bridge Commission (CMCBC) is tax exempt as per N.J.S.A. 54:32B-9(a)(1).
- CMCBC Tax I.D. #21-6000430
- Claims are payable only on the Cape May County Bridge Commission purchase order. Vendor is required to sign CLAIMANT'S CERTIFICATION AND DECLARATION. E-mail completed and signed voucher to [kerri.may@co.cape-may.nj.us](mailto:kerri.may@co.cape-may.nj.us) or mail to the Cape May County Bridge Commission, 4 Moore Road, DN 3010, Cape May Court House, NJ 08210 together with your invoice.
- Invoices are submitted for payment when the following is complete and returned to CMCBC by the 10th day of the month.
  - Products ordered have been delivered and/or work is complete.
  - Purchase order(s) have been signed by the vendor.
  - An invoice has been submitted.
- Invoices are paid at our public meeting held on the third Thursday of each month.
- When applicable, all "NJ right to know" information and labels must be included with the goods and materials if not, this must be stated in writing with the packing slip.
- Contractor shall provide a W-9 to the Cape May County Bridge Commission.
- Insurance Certificate naming Cape May County Bridge Commission as additionally insured and certificate holder. Insurance and Indemnification Requirements:
  - The Contractor shall, for the full duration of the contract, maintain current insurance as listed:
    - a. General Liability at \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage.
    - b. Worker's Compensation at NJ Statutory limits.
    - c. Automotive Liability at \$1,000,000.00 limits.
    - d. Professional Liability, \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate (if applicable).
    - e. The Cape May County Bridge Commission shall be named as additional insured parties. The Contractor's coverage shall be primary to the Commission, and not be contributing with any other insurance available to the Commission, regardless of whether any other insurance is primary, contributing, or excess. The Commission shall be given thirty (30) days written notice of cancellation and said notice must be reflected on the certificate of insurance. The Contractor shall provide copies of all current Insurance Certificates to the Commission prior to execution of the contract. The Contractor is solely responsible for payments of any deductible associated with any insurance policy.
    - f. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Commission, their agents, officers, and employees from any claims, suits, losses, liabilities, actions, damages, costs, and expenses of any nature whatsoever, whether for personal injury, property damage, or other liability arising out of or in any way connected with any of the Contractor's obligations under this contract, including those caused or alleged to be caused by the negligent acts, negligent omissions and/or fault of the Commission or the Commission's elected officials, officers, agents, servants and employees and arises out of this contract or the work performed in connection with this contract.

- g. The Commission shall defend, indemnify, and hold harmless the Contractor, their agents, officers, and employees from any and all claims, suits, actions, damages and costs for personal injury, property damage, and other liability arising out of the Commission's gross negligence, willful misconduct or criminal actions of the Commission's obligations under this contract.

## **N.J. Business Registration Certificates Compliance**

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

Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

**N.J.S.A. 52:32-44** imposes the following requirements on contractors and all subcontractors that knowingly provide goods and services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the Contracting Agency a complete and accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, 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 the 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 into the State.

CONSTRUCTION CONTRACTS (including public works related purchase orders) in addition to the above requirements:

- 4) 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.
- Pursuant to N.J.S.A. 54:49-4.1, a contractor, subcontractor or supplier 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. Information on the law and its requirements are available by calling (609) 292-9292.

## **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY**

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 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, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **PREVAILING WAGE**

**All Public Work for the Cape May County Bridge Commission in excess of \$2,000.00 is subject to PREVAILING WAGE as per N.J.S.A. Chapter 34:13B-2.1 &16**

The New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires contractors on public works/construction projects to follow laws related to the payment of minimum wages to employees and the reporting of those wages. Such bid specifications must expressly state that all workers employed in the performance of these projects shall be paid not less than the prevailing wage rate. The law is administered by the NJ Department of Labor and Workforce Development.

The home page for information about the Act is found here:  
[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html)

Contracts for "public work" defined by the law require contractors to pay the prevailing wage for each trade craft covered under the law. The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

## **PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

**New Jersey Public Works Contractors Registration Act Certificate:**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their New Jersey Public Works Registration Certificate prior to starting work on the project.

- a. Under the law a "Contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.
- b. The law defines "Public Works Projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:
  - i. Construction, reconstruction, demolition, alteration, or repair work, or maintenance work,

including painting and decorating, done under contract, and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- ii. Public Work shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds.
- iii. Maintenance Work means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.
- c. The Contractor is requested to submit a copy of their valid registration certificate with the bid proposal package. The Prime Contractor and all named subcontractors are required to register with the State of New Jersey prior to the opening of the bid proposal and copies of said certificates shall be received by the Purchasing Division prior to the award of the contract.

## **PAY TO PLAY**

**“PAY-TO-PLAY” – NOTICE OF DISCLOSURE REQUIREMENTS – P.L. 2005, C.271, SECTION 3:** The Contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) pursuant to N.J.S.A.19:44A-20, *et seq.*, if the Contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. Annual Disclosures require submission by March 30th, of each year, covering contracts and contributions for the prior calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at [www.elec.state.nj.us](http://www.elec.state.nj.us) or by calling 1-888-313-ELEC. Contractor acknowledges that they meet the Notice of Disclosure Requirements with any prior year and resultant contract for the term (inclusive of optional extension years).

# **DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**

**P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4**

## **PART 1**

### **COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### **CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS**

**I certify**, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.  
*(Skip Part 2 and sign and complete the Certification below.)*

### **IF UNABLE TO CERTIFY**

**I am unable to certify** as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

## **PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.** You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### **CERTIFICATION**

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

\_\_\_\_\_  
*Printed Name of Authorized Agent*

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Name/Person/Entity*