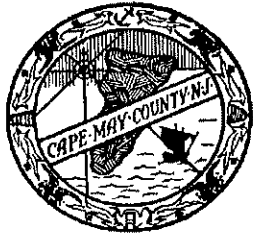




**REQUEST FOR PROPOSALS FOR A HISTORIC INTERPRETIVE PLAN FOR THE
CAPE MAY CITY LIBRARY AT HISTORIC FRANKLIN STREET SCHOOL**

MAY 25, 2023



DATE OF ADVERTISEMENT
May 25, 2023

**ADVERTISEMENT FOR COMPETITIVE CONTRACT
CAPE MAY COUNTY LIBRARY COMMISSION
CAPE MAY COUNTY – NEW JERSEY**

Notice is hereby given that sealed proposals, addressed to Cape May County Library Commission, will be received up to **3:00 pm** prevailing time, on **THURSDAY, JUNE 22, 2023** at which time they will be publicly opened and read in the Board room in the Cape May County Library, 30 Mechanic Street, Cape May Court House, New Jersey, 08210, at which time and place responses will be opened for the following:

**REQUEST FOR PROPOSALS FOR A HISTORIC INTERPRETIVE PLAN FOR THE CAPE MAY
CITY LIBRARY AT HISTORIC FRANKLIN STREET SCHOOL**

Forms, instructions, specifications, and other competitive contract documents may be examined or obtained at the Office of the Library Director during normal office hours at the above address or on the Library's website at www.cmclibrary.org.

The CMCLC reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

JACQUELINE HENDERSON
LIBRARY COMMISSION CHAIR

DOCUMENT CHECK LIST

The following documents must be submitted with the proposal or proposal will be rejected:

- | | |
|--|------------|
| 1. Proposal Page(s) – MUST BE SIGNED | _____ |
| 2. Stockholder Disclosure/Ownership Statement Form – MUST BE SIGNED | _____ |
| 3. Addendum, if issued – MUST BE SIGNED | _____ |
| 4. Bid Security | <u>N/A</u> |
| 5. Consent of Surety | <u>N/A</u> |

The following documents should be submitted with the proposal; however, if your firm is recommended for award, the following forms must be provided with your signed contract:

- | | |
|---|-------|
| 6. New Jersey Business Registration Certificate | _____ |
| 7. Licenses/Certification as identified in the Specification | _____ |
| 8. Certificate of Insurances | _____ |
| 9. W-9 | _____ |
| 10. Equal Employment Opportunity – One of the following documents: | |
| a. Letter of Federal Affirmative Action Plan Approval, | |
| b. Certificate of Employee Information Report, | |
| c. Employee Information Report Form AA302 | _____ |
| 11. Appointment of Process Agent-Service | _____ |
| 12. Russia-Belarus and Iran Combined Certification | _____ |

FIRM NAME: _____

INSTRUCTIONS TO PROPOSERS

1. **General Information:** The Cape May County Library Commission (hereinafter the "CMCLC") is requesting Competitive Contracting Proposals for the purpose of awarding a contract for a **Historic Interpretive Plan for the Cape May City Library at the Historic Franklin Street School**, as defined, described, and listed herein. This Proposal is being issued pursuant to N.J.S.A.19:44A-20.4, *et seq.* "Fair and Open." The CMCLC shall award a contract on a competitive contracting basis to the most responsible firm who, in the opinion of the CMCLC, best meets all of the conditions and specifications outlined in this Request for Competitive Contract proposal, and best fulfills the needs to provide the services described herein, cost, and other factors considered, i.e., based on evaluations conducted in accordance with N.J.S.A.40A:11-4.1, *et seq.* and N.J.A.C. 5:34-4.1, *et seq.* The contents of the Proposal submitted by the successful Contractor and this Request for a Proposal shall become part of the contract for these services, and the contents of this Request for a Proposal shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the CMCLC. The successful Contractor will be expected to execute said contract with the CMCLC within twenty-one (21) days, pursuant to N.J.S.A.40A:11-24(b).
2. **Submission of Request for Proposals (hereinafter "RFP(s))":** Sealed RFPs shall be submitted in an envelope and Proposers shall write their **Name, Address, and RFP Title** on the front of the envelope. The CMCLC assumes no responsibility for RFPs opened in error due to improperly marked envelopes. RFPs shall be forwarded to the attention of **Andrea Orsini, Library Director. USPS mailing address is 4 Moore Road, DN 2030, Cape May Court House, NJ 08210. For FedEx, UPS, etc. carrier services, use 30 Mechanic Street, Cape May Court House, NJ 08210**
 - a. An RFP cannot be withdrawn after the expiration of the time established for receiving RFPs, nor can any changes in price or other substantive details be made by letter, electronic mail, telephone, or verbal statement.
 - b. It is the Contractor's responsibility to ensure that RFPs are presented to the CMCLC on the hour and at the place designated herein. RFPs may be hand delivered, mailed, or sent express carrier. The CMCLC assumes no responsibility for RFPs forwarded by mail or express carrier. RFPs received after the designated time and date will be returned, unopened, to the Contractor.
 - c. RFPs must be signed in ink by a duly authorized official and only original signatures will be accepted. Any RFP showing any erasure/alteration must be initialed in ink by the Contractor.
 - d. The CMCLC shall not be responsible for any expenses incurred by any firm in preparing or submitting a RFP. All RFPs shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, cost, and clarity of content.
 - e. Contractors shall furnish one (1) signed original, clearly labeled as "**Original**" on the front of the proposal, two (2) copies, and one (1) Electronic Version, in PDF format in a USB Flash Drive of the completed proposal, delivered by **3:00 P.M. prevailing time, on THURSDAY, JUNE 22ND, 2023.** Digital submissions will not be accepted.
3. **Choice of Law:** The laws of the State of New Jersey (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this contract, including, without limitation its validity, interpretation, construction, performance, and enforcement.

4. **Designation of Venue:** Any party bringing a legal action or proceeding against any other party, arising out of or relating to this contract shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
5. **Waiver to Contest Jurisdiction:** Each party waives, to the fullest extent permitted by law:
 - a. Any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Contract brought in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
 - b. Any claim that any action or proceeding brought in such court was brought in an inconvenient forum.
6. **RFP Evaluation:** All RFPs shall be evaluated pursuant to N.J.S.A. 40A:11-4.5 et seq and N.J.A.C. 5:34-4.1 et. seq.
7. **"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 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).
8. **Pricing and Proposal:** Failure to properly complete and execute the Proposal Page(s), shall constitute a fatal defect, which can neither be cured nor waived and shall result in rejection of the RFP pursuant to N.J.S.A. 40A:11-23.2 et seq.
9. **Award of Contract:** The Cape May County Library Commission shall award contract(s) to the most advantageous proposals, fees, and other factors considered in accordance with the evaluation criteria established in this proposal.
10. **Term of Contract:** The initial term of the contract shall be for One (1) Year, commencing upon execution by the CMCLC, tentatively **July 2023**. Furthermore, pursuant to N.J.S.A.40A:11-15, there shall be an option for an additional One (1) Year at the same terms and conditions. The contract extensions shall automatically take effect, unless the CMCLC notifies the vendor in writing of its intent not to extend for the additional contract terms. Said notice shall be sent Certified Mail, Return Receipt Requested, via U.S. mail and shall be received by the vendor no later than ninety (90) days prior to the expiration of the existing contract term.
11. **Incorporation by Reference:** All Terms and Conditions contained within this RFP and in the Proposal submitted by the successful vendor shall become an integral part of the final Contract, and the contents of this RFP shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the CMCLC. By way of further clarification, exceptions submitted by the successful vendor will not become part of the contract unless specifically and affirmatively agreed to in writing by the CMCLC; it is the successful vendor's responsibility to ensure any exceptions are accepted by the CMCLC.

12. **Orders:** Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized CMCLC Purchase Order.
13. **Questions:** Questions regarding these specifications must be directed in writing to Andrea Orsini via email at andreao@cmclibrary.org or fax to (609) 465-3895. Deadline for questions is **MONDAY, JUNE 5TH, 2023 @ 12:00 P.M., NOON.**
14. **Postponement or Addenda:** The CMCLC reserves the right to postpone the date and time for submitting and opening of RFPs, or to revise the specifications and will give written notice of any such postponement, or revisions via addendum pursuant to the Local Public Contracts Laws, N.J.S.A.40A:11-23(c)(1). If an addendum is issued, it must be signed and returned with your RFP Proposal. All addenda will be posted on the Library website at www.cmclibrary.org should any be issued.
15. **Bid Security:** N/A.
16. **Performance Bond:** N/A.
17. **Taxes:** The County is exempt from all Federal, State, and Local Taxes and, Use or Excise Taxes.
18. **Non-Collusion:** By submission of a RFP proposal, the Contractor certifies, under penalty of perjury, that to the best of their knowledge the Contractor has not, directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the said project; and that all statements contained in said RFP proposal are true and correct, and made, with full knowledge that the State of New Jersey relies upon the truth of the statements contained in the said RFP proposal, and in the statements contained in awarding the contract for the said project. The Contractor further warrants that no person, or selling agency, has been employed or retained to solicit or secure such contract, upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor.
19. **Withdrawal of RFPs:** A written request for the withdrawal of a RFP will be granted by the County Purchasing Agent, if the request is received prior to the designated date and time for the opening of RFPs. No RFP may be withdrawn during the sixty (60) day period after receipt and opening of RFPs, pursuant to N.J.S.A.40A:11-24(a).
20. **Availability of Funds:** The CMCLC is subject to the NJ Local Public Contracts Laws, N.J.S.A.40A:11-1, *et seq.*, which mandates that the award of all contracts shall be subject to the availability and appropriation of sufficient funds annually.
21. **Subcontractors:** All Contractors must supply the names of any subcontractor(s) and identify the portion of the project being performed by employees of the subcontractor(s). Full disclosure of all subcontracting units shall include name, address, and resume of the person performing the work.
22. **Tie RFPs:** In the event of a tie RFP, the CMCLC reserves the right to award, at its sole discretion, to any one of the tied Contractors, in the best interests of the County of Cape May.

- 23. Equivalent Products/Services:** Pursuant to N.J.A.C. 5:34-9.2(c), when a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- 24. Patents/Trademarks:** In submitting its RFP, the Contractor certifies that the goods/services to be furnished will not infringe upon any valid patent or trademark, and that the successful Contractor shall, at its own expense, defend the County and the CMCLC, in any and all actions or suits, arising from or relating to any claim of infringement, and will save the County and the CMCLC harmless from any damages resulting from such infringement.
- 25. American Goods:** Pursuant to N.J.S.A.40A:11-18, only manufactured and farm products of the United States, where available, shall be used.
- 26. Product Guarantee:** The Contractor shall guarantee any and all goods/services supplied under these specifications. Defective and/or inferior goods/services shall be replaced at the expense of the Contractor. This shall be deemed a default by the contractor and, in addition to the rights provided in this paragraph, the CMCLC shall be entitled to all the rights afforded to it under the "Default" paragraph below.
- 27. Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A.34:51, *et seq.*). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service Number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets ("MSDS"), aka Hazardous Substance Fact Sheet, must be furnished.
- 28. Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to any other party without the written consent of the Cape May County Library Commission.
- 29. Default:** In the case of default by the Contractor, the CMCLC reserves the right to procure the goods/services required from other sources, at the CMCLC's discretion, and to hold the Contractor responsible for any excess costs occasioned thereby.
- 30. Compliance with Law:** The Contractor shall comply strictly with all Federal, State, local and any professional laws, ordinances, rules, regulations, codes and/or requirements in the performance of services for the CMCLC. Failure to do so shall be deemed a default by the contractor and the CMCLC shall be entitled to all the rights afforded to it under the "Default" paragraph below.
- 31. Americans with Disabilities Act:** Contractor is obligated to comply with the American with Disabilities Act and its amendments.
- 32. Investments:** The CMCLC complies with C.52:32-57, P.L. 2012, c.25, which prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

33. **Public Employees Occupational Safety and Health Act:** Contractor shall be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25), when providing and materials, supplies or services as part of the contract.
34. **Public (Stockholder) Disclosure Information:** This form, as provided herein, must be completed, signed, and returned with this RFP; failure to submit an executed copy is a fatal defect that cannot be cured nor waived.
35. **New Jersey Business Registration:** Contractors are advised that they are required to be registered with the New Jersey Division of Taxation, and to comply with all New Jersey Tax Laws. Contractors **must** furnish a copy of their State of New Jersey Business Registration Certificate before a contract is authorized, and preferably with this RFP submittal. Failure to provide a NJ Business Registration Certificate before the contract is authorized shall cause rejection of RFP. Non-profit organizations are exempt from this law and therefore must provide a 501(c)3 tax exempt certificate and certificate of incorporation. To register, go to the Division of Revenue website: www.nj.gov/treasury/revenue/gettingregistered.shtml .
36. **W-9:** Successful respondent shall complete a W-9 and submit to the CMCLC prior to contract award, and preferably with this RFP submittal. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
37. **References:** On the EXPERIENCE STATEMENT provided herein, all Contractors shall list no fewer than five (5) references for similar contracts.
38. **Criminal Background Check:** Contractor is responsible for performing an Employee Criminal Background Check, sexual offender checks and drug screening for their employees that will perform the contracted services on behalf of the Library Commission. Contractors shall be required to provide a copy of the background check upon request by the Library Commission.
39. **Award/Reject Proposals:** Pursuant to N.J.S.A.40A:11-24(a), the Cape May County Library Commission Board reserves the right to consider the Proposals for sixty (60) days after the receipt thereof; and further reserves the right to reject any and all Proposals, waive informalities, and make such awards or take action as may be in the best interest of the County of Cape May.
40. **Irrevocable Proposal:** Proposals are irrevocable by the subscriber, or his/her/ their or its personal or legal representatives. Said Proposal and award thereunder is made to the subscriber by the Cape May County Library Commission and shall bind the subscriber, his/her/their or its heirs, executors, administrators, successors or assigns.
41. **Independence of Firm:** It is expressly agreed by the parties the Contractor is at all times hereunder acting and performing as an independent firm to coordinate the provision of goods and/or services within the scope of the authority conferred by this contract.
42. **Citizenship:** Contractor shall have verification of citizenship for all staff members and maintain files of lawful documentation and permits required by the Immigration and Control Act of 1986.

- 43. Exceptions:** Any and all exceptions to any part of the requirements, specifications, or Statements contained in this document must be fully disclosed by the Vendor at the time of the proposal submission. Each exception shall be detailed, list the section and page number for reference. Failure to list exceptions and receive written acceptance of same from the Library Commission shall be deemed as acceptance of all terms and conditions contained herein. All exceptions must be listed on a separate sheet of paper and clearly labeled as such.
- 44. Statutory Requirements:** All Proposals must comply with the provisions mandated by applicable Federal Law and NJ State Statutes, including provisions mandating the provision of goods and/or services as delineated in this specification.
- 45. Confidential and Proprietary Designation:** Subsequent to the RFP opening, all information submitted by Contractors, subsequent to an award of contract, in response to the RFP solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act ("OPRA"), N.J.S.A. 1A-1, *et seq.* and the common law. A Contractor may designate specific information as not subject to disclosure when the Contractor has a good faith legal/factual basis for such assertion. To assist the County's determination on a claim of confidentiality or protection under OPRA and/or the common law, a Contractor must clearly identify such information and address the following points to substantiate the confidentiality claim on the information:
- a. The extent to which the information is known outside the Contractor's business.
 - b. The extent to which it is known by employees and others involved with your business.
 - c. The extent of the measures taken by your firm to guard the secrecy of the information.
 - d. The value of the information to your firm and your competitors.
 - e. The amount of effort or money expended by your firm in developing the information.
 - f. The ease or difficulty with which the information could be properly acquired or duplicated by others.

No information shall be protected unless all of the above information is submitted as part of the vendor's proposal. Additionally, the Contractor must commit, in writing, to assist the County's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure, or a challenge to the confidentiality of the documents/information determined to be confidential by the County. The Contractor must also commit, in writing, to indemnify and hold the County and the Library Commission harmless in any matter related to the vendor's claim of confidential and proprietary information. The location in the RFP proposal of any such designation should be clearly stated in a cover letter. The County will not honor attempts by Contractors to either designate their entire RFP proposal as proprietary and/or to claim copyright protection of their entire RFP. Therefore, the Contractor must withdraw the confidentiality request or withdraw the RFP.

- 46. Termination for Cause:** The Library Commission reserves the right to terminate the contract for any breach set forth above, as well as, but not limited to, the following:
- a. Insufficient or outdated Insurance coverage.
 - b. Failure to maintain adequate staffing levels, non-performance and/or deficient good or services.
 - c. Failure to comply with Federal, State, County, local and/or professional laws, ordinances, rules, regulations, codes and/or requirements.
 - d. Failure to pay revenue to the County.
 - e. The Library Commission shall provide the Contractor with written notice of any breach of contract or non-compliance within twenty (20) days via written notice. If the

Contractor fails to correct all cited deficiencies within the twenty (20) days, the Library Commission shall have the right at its sole discretion to terminate the contract. The Contractor shall be paid for all services provided as of the termination date. No consideration shall be given for loss of anticipated revenue on the cancelled portion of the contract.

- f. The Library Commission's right to terminate for breach of contract shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the Library Commission.

47. 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 County of Cape May, the Cape May County Board of Commissioners, and the Cape May County Library Commission shall be named as additional insured parties. The Contractor's coverage shall be primary to the County, and not be contributing with any other insurance available to the County, regardless of whether any other insurance is primary, contributing, or excess. The County 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 County 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 County, the Cape May County Board of Commissioners, the Cape May County Library 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 County and/or fault of the County or the County's elected officials, officers, agents, servants and employees and arises out of this contract or the work performed in connection with this contract.

49. Payment & Partial Payments: In order for payment, the vendor must return the purchase order that has been properly executed and originally signed. Attached shall be the vendor's invoice for goods or services rendered. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation. Failure to follow these instructions shall result in the delay in the timely processing of invoices for payment.

- a. The Vendor's attention shall specifically be called to the fact that no payment shall be rendered until such time that the goods and/or services have been delivered and/or incorporated and the work product has been inspected and engineered, installed, or constructed to the satisfaction of the Library Commission.
- b. The Library Commission may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the County and the Library, including for, but not limited to, the following causes:

- i. Defective work not corrected.
 - ii. Claims filed or responsible evidence indicating probability of filing claims.
 - iii. Known failure of the Vendor to make payments properly to Subcontractors or for materials or labor.
 - iv. A reasonable doubt that the contract can be completed for the balance then unpaid.
 - v. For damages to another Vendor, agency, governing body, corporation, or person.
 - vi. When the above stated liens and/or grounds are resolved to the satisfaction of the County payment shall be made for the amounts that were withheld because of them.
- c. The Vendor shall be paid in monthly installments, approximate estimates for the work satisfactorily completed, properly invoiced, and approved by Library.
- d. The Vendor, if submitting for partial payments for materials suitable for use in the execution of the contract, the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment.
- e. The Vendor acknowledges that the Cape May County Board of County Commissioners and the Cape May County Library Commission votes on all authorizations for each periodic payment, final payment, and/or retainage amounts.
- f. At the regular meeting of the Cape May County Board of County Commissioners, the County may make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed. The check of the approved partial payment amount due will be mailed by the County Treasurer's Office typically on the Monday following the County Commissioners' meeting in which the payment was approved. Under no circumstances will the checks be picked up in person or sent by any means other than the regular delivery of the U.S. Mail. The Board of County Commissioners meets twice a month, typically on the second and fourth Tuesdays of the month.
- g. Final payment will not be made until all provisions of the contract documents are met.

TECHNICAL SPECIFICATIONS

HISTORIC INTERPRETIVE PLAN FOR THE CAPE MAY CITY LIBRARY AT HISTORIC FRANKLIN STREET SCHOOL

I. INTENT:

It is the intent of this RFP to obtain proposals from qualified consultants meeting the Secretary of the Interior's Professional Qualification Standards [48 FR 44738-9] in History and/or Architectural History for the development of a historic interpretive plan for the new Cape May City Library at the Historic Franklin Street School for the Cape May County Library System (hereinafter, "Library"). The project site is the Historic Franklin Street School, located at 720 Franklin Street, Cape May, NJ 08204.

II. PROJECT BACKGROUND:

The Cape May County Library Commission has a shared services agreement with the City of Cape May, and the County of Cape May for the redevelopment of the Franklin Street School located at 720 Franklin Street, in the City of Cape May.

Constructed in 1927 exclusively as a primary school to segregate local African American students. The school is located in the heart of what was a vibrant and active African American business community and residential neighborhood. The building consists of the school block and gymnasium wing. The gymnasium is connected to the school by a solid wall and was utilized by white students attending the former Cape May High School. Segregation in New Jersey's public schools was banned in 1948 and the students at the Franklin Street School were integrated into the elementary school on Lafayette Street.

The Franklin Street School is located within the National Historic Landmark Cape May Historic District and is also listed on the New Jersey and National Registers of Historic Places. The Franklin Street School is a contributing property to the Cape May Historic District and received an individual Certification of Eligibility on November 21, 1995. The school is significant for its association with the history of early twentieth century African American education. It stands as a monument and reminder to the central role of African Americans in the history of Cape May. The period of significance for the school is between 1927, when its construction began, and 1948, when segregation in New Jersey's public schools was banned by the new state constitution, and the students at the Franklin Street School were integrated into the previously white elementary school on Lafayette Street.

The purpose of the project is to adaptively reuse the historically significant Franklin Street School which has been largely vacant and underutilized for the last 20 years. The new library facility will replace the existing library at 110 Ocean Street in Cape May which is undersized and not able to accommodate many of the services and program offerings available at other county library branches. The new branch of the Cape May County Library will serve Cape May City, West Cape May Borough, Cape May Point Borough, and nearby portions of Lower Township.

The adaptive reuse project is subject to review by the New Jersey Historic Preservation Office pursuant to the New Jersey Register of Historic Places Act. The Cape May County Library received conditional project authorization from the New Jersey Department of Environmental Protection on June 24, 2021. The conditional approval includes completion of a historic interpretive plan for the Franklin Street School.

III. SCOPE OF WORK:

The Cape May County Library, using the services of a person meeting the Secretary of the Interior's Professional Qualification Standards [48 FR 44738-9] in History and/or Architectural History, shall develop a historic interpretive plan for the new library to include, but not be limited to:

1. Review of existing research and historic documentation;
2. Engagement of stakeholders for input on themes and narratives related to school segregation and desegregation in the City of Cape May. Stakeholders shall include, but not be limited to: the City of Cape May, the Center for Community Arts, the Harriet Tubman Museum, and the Greater Cape May Historical Society.
3. Development of interpretive themes and narratives related to African American history in Cape May including, but not limited to, school segregation and desegregation in the City of Cape May and placing it within the greater context of New Jersey;
4. Development of plan for how and where interpretive materials can be located within the library;
5. Development of educational programming for use by the library;
6. Design and fabrication/installation of two (2) interpretive panels based on the themes developed as part of the project;
7. Design of a web page to be hosted on the Cape May County Library's website based on the themes developed as part of the project;

All project deliverables must be submitted to the Cape May County Library Commission and the New Jersey Historic Preservation Office for review and comments prior to finalization.

IV. PROJECT MANAGEMENT:

The proposer shall provide Project Management in conjunction with the designated Cape May County Library's project manager. Project Management to include, but not limited to:

1. Identify project manager and additional team members, and provide contact information; name, phone number, and email of each type of support, by title, of the individuals assigned to this project.
2. Describe your anticipated approach to the project.
3. Provide a detailed narrative related to your understanding of the Library's needs, requirements, and objectives as it relates to this RFP. Clearly defined roles and responsibilities.
4. Provide an outline of anticipated tasks and sequencing of these tasks, along with a timeframe for completion of each task, concurrent tasks, and independent tasks.

V. EVALUATION CRITERIA:

In the evaluation of Proposals, the Library will utilize the below listed Evaluation Rating Criteria to ascertain the costs and benefits of all aspects of the Proposal. We encourage each firm to be as comprehensive and thorough as possible when responding to this Proposal. Each category is assigned a maximum point value. Point values for the categories will be disclosed along with details of the rating system at the scheduled Proposal opening session, pursuant to N.J.A.C.5:34-4.3(b).

1. **Project Understanding:** Describe how your firm proposes to address the challenges of completing this project, including any perceived opportunities that should be considered. Describe the technical capabilities of the firm as relevant to this project.

2. **Qualification and Professional Competence:** Consulting firm shall identify project manager, work performed on similar projects, and manager qualifications. Additional team members, including sub-contractors if required, shall be identified, including previous experience and qualifications. Provide resumes of key personnel working on the project, illustrating the breadth and depth of staff credentials indicating training and professional credentials. Respondents must provide a detailed description of the project management procedures and clearly explain how they will manage this project.
3. **Cost:** In the spaces provided on the Proposal Page contained herein, provide a Lump Sum Total for the project. Include a full explanation of all costs associated with this project. Submit a proposed fee schedule that includes hourly rates for each staff member that will be assigned to the project and by title (in the event that personnel changes). Provide a schedule of standard costs for any reimbursable expenses typically incurred in the course of business. It is the Library's intent to award the contract to firm with the most advantageous proposal. No hidden fees/costs will be honored.
4. **Experience and References/Similar Contracts:** Provide documentation of successful historic interpretive plans developed for contracting units in the State of New Jersey. On the Experience Statement, provide complete references for three (3) historic interpretive plans developed and completed within the past six (6) years. Provide a current point of contact for each project for reference check. Submitted projects shall represent work of the proposed consulting team and not just that of the firm. Proposers must include a listing of any/all contracts that have been terminated or not renewed for the last five (5) years.
5. **Quality of Response:** Each response will be evaluated to determine the Proposer's understanding of the scope of work and deliverables; and ability to perform and meet the specification. Respondents must provide a detailed description of the project management procedures and clearly explain how the project management plan will be administered to best meet the project goals. Identify in-house resources vs. contracted resources. Consulting firm shall identify the key work tasks, milestones, and critical path based upon the Cape May County Library Commission's proposed project completion date of one year from execution of consultant contract, but no later than October of 2024. Any proposals that project work beyond the Cape May County Library Commission's preferred project completion date must include a clear justification for the scheduling overage.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this RFP are not desired. Documents should be paper and clipped, not stapled, in the upper left-hand corner. Plastic or laminated sheets or bindings other than clips are not desired. Elaborate artwork, corporate brochures, generic corporate information, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. We are only interested in how your firm can provide the services requested in this RFP.

PROPOSAL PAGES

**HISTORIC INTERPRETIVE PLAN FOR THE CAPE MAY CITY LIBRARY AT
THE HISTORIC FRANKLIN STREET SCHOOL**

To the Cape May County Library Commission:

The undersigned hereby declares that they have carefully read the documents attached and that they fully understand the Proposal Instructions and Technical Specifications and will strictly adhere to all terms and conditions of said documents if awarded a contract therefore.

LUMP SUM TOTAL - HISTORIC INTERPRETIVE PLAN

Numbers

Words

Date: _____, 2023

Signed

Printed Name

Title

Name of Firm

Address

Telephone

Fax

Contract Manager/Contact Person

Title

Office Phone

Email

Appointment of Process-Agent Service:

If the vendor's principal business address is not within the State, enter the name and address of the vendor's custodian of records and agent for service of process in this State.

Vendor _____ (insert name) irrevocably appoints
_____ (insert name of Rep.) ["the "Process Agent"] as its agent to
receive service of process on behalf of the vendor; vendor authorizes and directs the Process
Agent to accept service on its behalf. If process is to be served pursuant to this provision, the
County shall serve that process by certified mailing (return receipt requested) or hand-delivering
a copy of the process in care of the Process Agent at
_____ (insert address of Process Agent) or any other
address as to which the Process Agent has given to the County.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Business Entity or Person: _____

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

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

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

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

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

CONTRACT AWARDS AND RENEWALS

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

CONTRACT AMENDMENTS AND EXTENSIONS

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

IF UNABLE TO CERTIFY

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

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

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

I acknowledge that the County of Cape May 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 County of Cape May to notify the County of Cape May 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 County of Cape May and that the County of Cape May at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print)

Title

Signature

Date

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

The Contractor and the County of Cape May, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or sub-Contractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Pur. 1/08

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 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, up-grading, 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).

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.

INSURANCE STATEMENT

TO THE BOARD OF COMMISSIONERS:

The undersigned hereby declares that they have the following types of insurance. If a contract is awarded the undersigned will furnish same with the County of Cape May, 4 Moore Road, Cape May Court House, N.J. 08210 listed as additional insured.

TYPE INSURANCE	COMPANY	LIMITS OF COVERAGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

(an individual)

The undersigned is (a partnership) under the laws of
(a corporation)

the State of _____, having principal offices at

Date: _____ SIGNED _____

Print Name

Title

Experience Statement References

Include as many as Required by the Specification.

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
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Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years :	