

RESOLUTION NO. 2024-017

**RESOLUTION OF THE TOWNSHIP OF LITTLE
EGG HARBOR, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AWARDING A CONTRACT FOR
ANIMAL CONTROL SERVICES TO WESTERN
INDUSTRIES-NORTH, LLC D/B/A A-ACADEMY
TERMITE PEST CONTROL A/K/A A-ACADEMY
ANIMAL CONTROL**

WHEREAS, the Township of Little Egg Harbor duly advertised for the receipt of bids for Animal Control Services for the Township for the calendar year 2024; and

WHEREAS, in response to the invitation to bidders, one (1) bid was received on November 30, 2023; and

WHEREAS, the bid has been reviewed by the Qualified Purchasing Agent and the Township Attorney and it has been determined that Western Industries-North, LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control submitted the lowest responsible bid for Animal Control Services for 2024 in accordance with the bid specifications, said Bid being \$2,912.50 a month, totaling \$34,950 annually; and

WHEREAS, it is the desire of the governing body to award a contract for Animal Control Services for the Township for the calendar year 2024 to Western Industries-North, LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby award a contract for Animal Control Services for the Township for the calendar year 2024 in accordance with the bid specifications for Animal Control Services, to Western Industries-North,

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control said bid being \$2,912.50 a month, not to exceed \$34,950 annually.

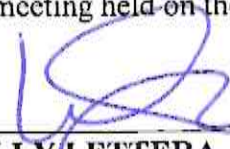
2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with Western Industries-North, LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control, in accordance with the bid submitted by Western Industries-North, LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control.
3. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

01-21-788

4. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Chief Financial Officer and Western Industries-North, LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **1st** day of **January, 2024**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a contract with Western Industries-North, LLC d/b/a A-Academy Termite Pest Control a/k/a A-Academy Animal Control for Animal Control Services for the Township for the calendar year 2024 in the amount not to exceed \$34,950.00 annually (\$2,912.50 a month) . The funds which are available for this contract are found in the following line item appropriations or ordinances:

01-21-788



RODNEY R. HAINES, Chief Financial Officer
Township of Little Egg Harbor

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as "Township," and **WESTERN INDUSTRIES-NORTH, LLC D/B/A A-ACADEMY TERMITE PEST CONTROL A/K/A A-ACADEMY ANIMAL CONTROL** with a business address of 2760 Route 9 South, Howell, New Jersey 07731, hereinafter referred to as "Contractor."

W I T N E S S E T H :

That and for and in consideration of the sum of **THIRTY-FOUR THOUSAND NINE HUNDRED AND FIFTY AND 00/100 (\$34,950) DOLLARS**, which sum represents \$2,912.50 a month, the Contractor agrees to provide Animal Control Services for the Township for the calendar year 2024, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform the police patrol vehicles and police administration vehicles aforesaid in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, namely, not to exceed **\$34,950.00 annually**, which sum represents \$2,912.50 a month, the Contractor agrees to provide Animal Control Services for the calendar year 2024 to the Township. The Contractor shall be responsible for all loss or damage arising out of providing Animal Control Services for the Township for the calendar year 2024 aforesaid or from any action of the elements; or from any unforeseen obstruction or difficulties which may be

encountered of every description connected with providing the Animal Control Services for the Township for the calendar year 2024.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the services rendered and paid for under this agreement, and as to the interpretation of the plans and specifications.

The contract documents shall consist of the following:

1. Notice to Bidders;
2. Bid Specifications;
3. Contractor's Proposal (as accepted);
4. Contract Agreement;
5. All Addenda.

The parties to this agreement agree to submit all contractual disputes to non-binding mediation as an alternate dispute resolution in accordance with the provisions of P.L. 1997, c. 371. In the event the dispute is not resolved by the non-binding mediation within sixty (60) days, or such time as the parties may agree, either party can seek judicial relief.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.5(c) of said Regulations.

The parties to this agreement further agree to incorporate into this agreement the mandatory language of subsection 3.7(a) of the Regulations promulgated by the Treasurer

pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.7.

The Contractor shall execute the Affirmative Action Agreement, Exhibit B attached hereto, which shall be incorporated herein by reference.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the purchase.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or subsection e. or f. of Section 92 P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS AND ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

KELLY LETTERA, RMC
Municipal Clerk
(Seal)

By _____
BLAISE SCIBETTA, Mayor

**WESTERN INDUSTRIES-NORTH, LLC
D/B/A A-ACADEMY TERMITE PEST
CONTROL A/K/A A-ACADEMY
ANIMAL CONTROL**

Secretary
(Seal)

By _____
President

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

CONSTRUCTION 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, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card

carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or

subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified

in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Chapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

TOWNSHIP OF LITTLE EGG HARBOR

Specifications for:

**ANIMAL CONTROL SERVICES
FOR THE 2024 CONTRACT YEAR**

BID PACKET

**BID OPENING
THURSDAY, NOVEMBER 30, 2023
10:00 AM**

**TOWNSHIP OF LITTLE EGG HARBOR
NOTICE OF BID**

NOTICE IS HEREBY GIVEN, that sealed bids will be received by the Township Purchasing Agent, Kasey Powers, QPA, in the Court Room at the Little Egg Harbor Township Municipal Building, 665 Radio Road, Little Egg Harbor Township, New Jersey for the following:

- 1. Information Technology Services for the 2024 Contract Year**
- 2. HVAC Systems Maintenance Services for the 2024 Contract Year**
- 3. Snow Removal Services for the 2024 Contract Year**
- 4. Animal Control Services for the 2024 Contract Year**

BID OPENING DATE: NOVEMBER 30, 2023 beginning at 10:00 a.m.

Specifications are on file in the Township's Clerk's Office and Township Finance Office and may be obtained by prospective bidders during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq. N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq. (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq. (Prevailing Wages) N.J.S.A. 52:32-44, et seq. (NJ Business Registration).

A corporation submitting a proposal, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to waive any minor irregularity or technicality.

BY ORDER of the Township Committee of the Township of Little Egg Harbor.

KASEY POWERS, QPA
Purchasing Agent
Little Egg Harbor Township

**ANIMAL CONTROL SERVICES
2024 YEAR**

ANIMAL CONTROL OFFICER

Services shall be provided to the Township for the rescue, custody and care of injured, trapped, sick animals, or animals who have bitten a person in accordance with all Federal, State and Local regulations. Services shall be provided during regular business hours, Monday through Friday 9am – 5pm. Weekend, Holiday and night emergency services shall also be provided when necessary.

PROPOSAL

Please explain how you or your firm meets the minimum requirements. (Attach additional sheets, if necessary.) The undersigned individual, firm, or corporation, hereby proposes to serve as Animal Control Officer based upon their submitted compensation schedule.

[Please outline your fees proposed, fee schedule, or other basis for compensation that you seek. Please where applicable; indicate hourly rates, monthly or other retainers, per project fees, or such other manner of compensation you deem appropriate to the services to be provided.]

PLEASE SEE ATTACHED LETTER AND
COSTS.

VJK



PHONE 800-624-1709 • FAX 732-363-0614 • WWW.A-ACADEMY.COM

We would like to thank you for giving A-Academy Animal Control the opportunity to bid on animal control services for your town. We have been providing animal control services to many towns for many years with great success. A-Academy has a long list of very happy residents and township officials and we would be happy to furnish you with referrals upon request. All of our Animal Control officers have many years experience in the field and also have training for Emergency situations and dog training as well. We are available 24/7 all year long and our commitment to the towns we service is second to none. A-Academy is equipped to handle any and all types of Animal Control no matter how small or large the task may be.

A-Academy has a full office staff available Monday through Saturday from 7:00 am to 6:00 pm. Our ACO's are reachable via cell phone for all calls 24/7. Residents also have the ability to call our office direct via our toll free number with questions or concerns. We also carry on board micro chip scanners to speed the process up to return someone's pet.

Please find attached proposal and credentials. Should you have any questions please feel free to contact us.

Sincerely

A-Academy Animal Control

A handwritten signature in black ink, appearing to read 'Vincent J. Fabricatore'.

Vincent J Fabricatore
Manager



PHONE 800-624-1709 • FAX 732-363-0614 • WWW.A-ACADEMY.COM

Animal Control Services Township of Little Egg Harbor

A-Academy Animal Control Services will provide the municipality with Animal Control services in an attempt to control stray, sick and injured animals, provide the general public with humane education and enforce animal welfare and control ordinances which overall will promote good public health and make the municipality's neighborhood safer and more enjoyable for all.

A-Academy Animal Control Services will provide the Township of Little Egg Harbor animal control services for a yearly sum of \$34950.00 (no additional fees). Pro-rated on a monthly basis.

A-Academy Animal Control Services will provide the following services for the above said fee:

The Service will provide animal control services on a daily basis, for five (5) days a week and provide emergency service 24 hours seven (7) days a week. (Emergencies: injured animals. Animals providing danger to humans, suspected rabid animal, animal struck by vehicle, which is still alive.)

The Service will provide for the decapitation of suspected rabid animals and deliver said animals for rabies testing.

The Service will provide West Nile virus surveillance.

The Service will assist the County Health Department with the quarantine of biting animal as required by State law.

The Service will provide random patrols of Township of Little Egg Harbor in marked patrol units. (Preferably evenings and weekends when most animal problems due occur.)

The Animal Control Officer will pick up all stray and license dogs and cats found running at large in the Township, when the animal's owner is not known the animal will be taken to the Ocean County Health Department's Animal Shelter in Manahawkin. The Service will provide for the control of stray cats, at the request of the residents.

The Service will investigate domestic animal control complaints, at the authorization of the Township issue warnings and summonses for violations of the Township Animal ordinances.

The Service will enforce the vicious dog laws & remove small dead animals from the Township streets and roads.

The Service will remove small dead animals from the Township streets and roads.

The Service, at the request and cost to the owner of an unwanted animal, render assistance in delivery said animal to the appropriate animal shelter. Private services shall be, in all instances, a matter between the owner and the Service.

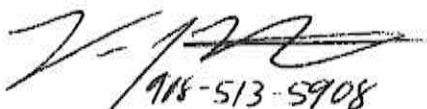
The Service will provide direct phone line for the public and emergency beeper and cellular phones for emergencies. The Service will provide all necessary reports.

The Service employs 4 certified Animal Control Officers and 2 Certified Animal Cruelty Investigators, 3 Officers reside in Little Egg Harbor Township.

The Service will provide all marked vehicles, equipment, employees and insurance in connection with Animal Control Services in the Township of Little Egg Harbor. The Township of Little Egg Harbor shall be responsible for all shelter fees if any, and for veterinarian fees for emergency service on injured animals if the owner is not known.

The Service contracts is for the full year of 2024.

Vincent Fabricatore / A-Academy Animal Control Services


918-513-5908

**TOWNSHIP OF LITTLE EGG HARBOR
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

NONE

☒ No addenda were received:

A - ACADEMY TERMITE + PEST CONTROL D/B/A

Acknowledged for: *A-ACADEMY ANIMAL CONTROL*
(Name of Bidder)

By: *[Signature]*
(Signature of Authorized Representative)

Name: *Vincent J. Farsucione*
(Print or Type)

Title: *MANAGER*

Date: *11-16-2003*

EXCEPTIONS

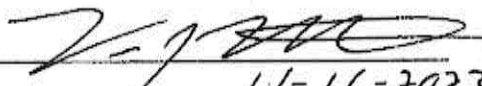
List any and all exceptions to referenced specifications below.

IF NO EXCEPTIONS, state NONE.

NONE

SIGNED: _____

DATE: _____


1-16-2023

VINCENT J. FABRICATORE
MANAGER

A-ACADEMY ANIMAL CONTROL

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

A-ACADEMY TEAMING + PEST CONTROL D/B/A
Name of Business A- ACADEMY ANIMAL CONTROL
2760 ROUTE 9 SOUTH, HOWELL, NJ. 07731 VINCENT J. FASULLATONE
MANAGER

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- ☐ Partnership
☐ Limited Partnership
☐ Subchapter S Corporation
☐ Corporation
☒ Limited Liability Corporation
☐ Sole Proprietorship
☐ Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 17th day of
November, 2023

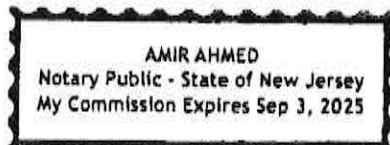
(Notary Public)

My Commission expires: 9/3/25

VINCENT J. FASULLATONE
(Affiant)

VINCENT J. FASULLATONE
(Print name & title of affiant)

(Corporate Seal)



NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MONMOUTH

ss:

I, VINCENT J. FABRICATORE residing in HOWELL Township
(name of affiant) (name of municipality)

in the County of MONMOUTH and State of NEW JERSEY of

full age, being duly sworn according to law on my oath depose and say that:

I am MANAGER of the firm of A-ACADEMY TERMITE + PEST CONTROL LLC
(title or position)

VINCENT J. FABRICATORE FOR
A-ACADEMY ANIMAL CONTROL the bidder making this Proposal for the bid

entitled "ANIMAL CONTROL SERVICES FOR THE 2024 CONTRACT YEAR" and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the (name of contracting unit) A-ACADEMY ANIMAL CONTROL relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by A-ACADEMY ANIMAL CONTROL.

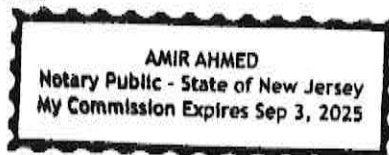
Subscribed and sworn to

before me this day

November 17th, 2023
[Signature]

Notary Public of New Jersey

My Commission expires 9/3/25
(Seal)



[Signature]
Signature

VINCENT J. FABRICATORE - MANAGER
(Type or print name of affiant under signature)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(Pursuant to N.J.S.A. 52:25-24.2)

ANIMAL CONTROL SERVICES FOR THE 2024 CONTRACT YEAR

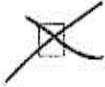
A-ACADEMY TERMITE + PEST CONTROL D/B/A A-ACADEMY ANIMAL CONTROL
VINCENT J. FABRICATORE - MANAGER
(BIDDER NAME)

PART I – BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID UNRESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete and provide the certification below prior to award 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 the Treasury 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 Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, he or she shall take action as may be appropriate and provided by the law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



I certify, pursuant to Public Law 2012, c.25, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates 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 Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

-OR-



I am unable to certify as above because the BIDDER and/or one 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 Bid Packet being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART II – Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipation Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

ANIMAL CONTROL SERVICES FOR THE 2024 CONTRACT YEAR

A-ACADEMY TERMITE & PEST CONTROL D/B/A

A-ACADEMY ANIMAL CONTROL

2760

ROUTE 9 SOUTH,

HOWELL, NJ 07731

VINCENT J. FABRICATORE - MANAGER

(BIDDER NAME)

PART II - Certification:

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

BY:


(BIDDER AUTHORIZED REPRESENTATIVE SIGNATURE)

CORPORATE SEAL:

NAME:

VINCENT J. FABRICATORE
(PRINT OR TYPE)

TITLE:


MANAGER

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: A-ACADEMY TERMITE AND PEST CONTROL O/B/A
A-ACADEMY ANIMAL CONTROL

By: 
(Signature)

Name of above: VINCENT J. FABRICATORE
(Print)

Title: MANAGER

Date: 11-16-2023

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

ANIMAL CONTROL SERVICES FOR THE 2024 CONTRACT YEAR

A-ACADEMY TENNITE + PEST CONTROL O/B/A A-ACADEMY ANIMAL CONTROL

VINCENT J. FABRICATORE - A-ACADEMY ANIMAL CONTROL
(BIDDER NAME)

All Bidders must submit, along with Bid Packets, this Bidder's STATEMENT OF EXPERIENCE AND QUALIFICATIONS and all necessary attachments, in order to allow the Owner the opportunity to evaluate Bidders.

- 1) Date of Incorporation or Formation of Bidding Entity: ~~7-1-1988~~ 7-1-1987 VJB
- 2) State of Incorporation or Formation of Bidding Entity: NEW JERSEY
- 3) Number of Years engaged in the contracting business under your present firm or trading name: 36
- 4) General character of work performed by company: ALL FORMS OF ANIMAL + PEST CONTROL
- 5) Have you ever failed to complete any work awarded to your company/firm? If so, please explain the circumstances.
NEVER VJB
- 6) Have you ever defaulted on a contract? If so, please explain the circumstances.
NEVER VJB
- 7) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?
NEVER ANY OUTSTANDING DEBT. VJB
- 8) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.
NEVER VJB
- 9) Have all payments associated with the past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.
YES VJB

STATEMENT OF EXPERIENCE AND QUALIFICATIONS
(continued)

ANIMAL CONTROL SERVICES FOR THE 2024 CONTRACT YEAR

A - ACADEMY TERMITE & PEST CONTROL O/B/A
A - ACADEMY ANIMAL CONTROL

VINCENT J. FABRICATORE - MANAGER

(BIDDER NAME)

10) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required to the proper agency? YES

11) Please provide a minimum of five (5) referenced and the following information for projects or goods/services contract currently in progress or completed within the last three (3) years:

| PROJECT/CONTRACT NAME & ADDRESS | PROJECT/CONTRACT OWNER | PROJECT ENGINEER (IF APPLICABLE) | PHONE NUMBER(S) & EMAIL ADDRESS(ES) |
|------------------------------------|---------------------------|--|--|
| Lacey Twp. | VERONICA | N/A | 609-693-6636 |
| Brick Twp | JO ANN | N/A | 732-262-1058 |
| BRACKWOOD Twp. | ELIZABETH | N/A | 732-206-6000 |
| MANCHESTER Twp. | Teri | N/A | 732-657-8121 X 3200 |
| OCEAN COUNTY B+G | DOREEN | N/A | 732-929-2039 |

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: A-ACADEMY TERMITE + PEST CONTROL SIGNATURE: [Signature]
A-ACADEMY ANIMAL CONTROL
PRINT NAME: VINCENT J. FABRIZIO TITLE: MANAGER

DATE: 11/16/2023

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

EXHIBIT A (continued)

discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

The contractor and the Township of Little Egg Harbor (hereafter "owner") do hereby agree that the provisions of Title 11 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 subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq. CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as

EXHIBIT B (continued)

supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

EXHIBIT B (continued)

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

TOWNSHIP OF LITTLE EGG HARBOR BID DOCUMENT SUBMISSION CHECKLIST

| Required by owner | Submission Requirement | Initial each required entry and if required submit the item |
|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | Bid Document Submission Checklist Pursuant to N.J.S.A. 40A:11-23.1(b) | VJB |
| <input checked="" type="checkbox"/> | Proposal and Schedule of Bid Forms | VJB |
| <input checked="" type="checkbox"/> | New Jersey Business Registration (Required to be registered at the time of the bid opening, must be submitted prior to contract award) | VJB |
| <input checked="" type="checkbox"/> | Acknowledgement of Receipt of Addenda | VJB |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit | VJB |
| <input checked="" type="checkbox"/> | Stockholder Disclosure Statement (Bid shall be rejected if this document is not included with the bid) | VJB |
| <input checked="" type="checkbox"/> | Affirmative Action Compliance Notice | VJB |
| | Mandatory Affirmative Action Language (Exhibit B) | READ ONLY |
| | Mandatory Americans with Disabilities Act of 1990 Language | READ ONLY |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran (Must be submitted prior to contract award) | VJB |
| <input checked="" type="checkbox"/> | Certificate of Experience/References | VJB |
| <input checked="" type="checkbox"/> | Certificate of Insurance(s) | VJB |
| <input checked="" type="checkbox"/> | Certificate of Equipment | VJB |
| <input checked="" type="checkbox"/> | Exception Sheet | VJB |
| <input checked="" type="checkbox"/> | Certificate as to Corporate Principal | VJB |
| | Performance Bond | READ ONLY |
| | Payment Bond | READ ONLY |
| | Agreement | READ ONLY |

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

Name of Bidder: A-ACADEMY TCMITE + PEST CONTROL 0/8/A
A-ACADEMY ANIMAL CONTROL

Signature: 

Print Name and Title: VINCENT J. FABRICATORE - MANAGER

Date: 11-16-2023

Instructions To Bidders And Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative on **Thursday, November 30, 2023 at 10:00 a.m.** by the Township of Little Egg Harbor as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- I. Bidders must be experienced in the kind of work required to be performed, have the equipment required and/or have the means to secure it, and have sufficient capital to properly execute the work within the time allowed.

- J. Attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes, providing, as a condition of this contract, the establishment of an eight hour working day for laborers, workmen and mechanics and requiring payment of prevailing rates of wage. If applicable, the contractor will be required to comply with the provisions of the N.J. Prevailing Wage Act, Chapter 150 of the Laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments where the project 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 funds of the Township of Little Egg Harbor, except work performed under a rehabilitation program.
- K. If applicable, bids will be received under these specifications for the completion of the whole of the work or be awarded on an item by item basis. Bids must be given on a unit price multiplied by the maximum estimated units given. In the event of an error in multiplication or typographical errors, unit prices will prevail.
- L. The Township reserves the right to include provisions for an extension to the contract with the vendor's agreement. If the local unit desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 the index rate is the basis to determine the appropriate increase in the contract price. The extension will be for one two-year extension or two one-year extensions as per the Local Contract Law (N.J.S.A. 40A:11-15).
- M. The successful bidder shall indemnify and save the Township of Little Egg Harbor harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials furnished and delivered under the contract to the awarded vendor or by or on account of any act of omission or commission of any contract, his, its, or their agents or employees and in case any such action shall be brought against the Township of Little Egg Harbor, the contractor shall immediately take charge of and defend such action and charge the expense of the same to the contractor.
- N. Any construction work to be done that will exceed the prevailing wage threshold will require the successful vendor to submit a Contractor's Registration Certificate for themselves and their subcontractors before award of the bid.
- O. When specifications use "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.

Under no circumstance shall specifications require any form of "pre-approval" or "pre-qualification" of an equivalent product before the submission of bids.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (✓), shall be applicable to this bid and be made a part of the bid documents:

☐ A. BID GUARANTEE

The Township of Little Egg Harbor omits the requirement of a Bid Bond from the Bid Specification submissions in response to the Bid for "Animal Control Services for the 2024 Contract Year" to allow for hourly rate bids. If Bidder chooses to Bid a total amount, Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price of bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

☐ B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

☐ C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

☐ D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

☐ E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ____ % of the project costs guaranteeing against defective quality of work or materials for the period of:

____ 1 year
____ 2 years

III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. 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 of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

☒ A Pre-Bid Conference is not required for this bid.

☐ A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

- F. N.J.S.A 40A:11-13 requires that any challenges to bid specifications must be submitted to the Purchasing Agent no less than three (3) business days prior to the bid opening. Challenges filed after that time will not be reconsidered.
- G. Bidders should be aware that N.J.S.A. 40A:11-4 allows in part for the governing body of a contracting unit to disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the governing body finds that it has had prior negative experience with the bidder.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.


V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

☐ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

 ☒ 2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

☐ 3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$_____ any one person and \$_____ any one accident for bodily injury and \$_____ each accident for property damage, shall be maintained in full force during the life of the contract.

☐ 4. Other Forms of Insurance Required:

 ☒ B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

☐ C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. 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 owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. The attention of the bidders is especially directed to the provisions of federal, state, county and municipal law, statutes and regulations that may apply to the work, particularly with regard to safety regulations of the New Jersey Labor Board. Such provisions refer to obstruction of streets, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the contractor or his employees in the performance of the work or his relation to the political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 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) - hazardous substance fact sheet - must be furnished.

☐ F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

☐ G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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 sub-contractors at any tier have their certificate prior to starting work on the job.

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.

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:

- "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.
- "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..."
- "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.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☒ H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

VSM

I. PAY TO PLAY

Starting in January, 2007, 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.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any

payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.
- C. The Township of Little Egg Harbor DOES NOT PAY late fees.
- D. No deposits or pre-payments will be accepted as condition of acceptance of award.
- E. All prices are to be FOB Destination. No shipping or freight charges will be assumed unless specifically noted on the exception sheet.

BID PROPOSAL FORM

ANIMAL CONTROL SERVICES
FOR THE 2024 CONTRACT YEAR

TOWNSHIP OF LITTLE EGG HARBOR

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

VJP

THIRTY FOUR THOUSAND NINE HUNDRED AND FIFTY DOLLARS. (34,950.00)
Amount in words

VJP

\$ 34,950.00
Amount in numbers

q/sk A-ACADEMY TENNITE AND PEST CONTROL
A-ACADEMY ANIMAL CONTROL 20-0890604
Company Name Federal I.D. # or Social Security #

2760 ROUTE 9 SOUTH, HOWELL, NJ. 07731
Address

[Signature]
Signature of Authorized Agent

VINCENT J. FABRIZIONE
Type or Print Name

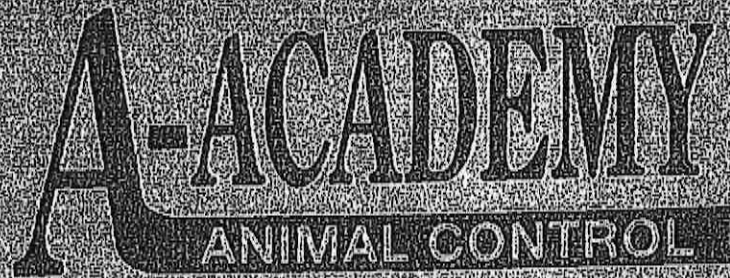
Title: MANAGER

1-800-624-1709
Telephone Number

11-16-2023
Date

732-363-0614
Fax Number

ACADEMYX2000@AOL.COM
E-mail address



NUISANCE WILDLIFE & DOMESTIC ANIMALS

NEW JERSEY 800-624-1709

CHRIS CITTADINO

CELL: 732-492-4505 • AGO LICENSED 02612

WWW.A-ACADEMY.COM

A-ACADEMY OF SOUTH JERSEY, INC., 2760 ROUTE 9 SOUTH, HOWELL, NJ 07731

LOST Dog 911.org

SEARCH AREA - Help Needed

Report Sighting

609-561-9333

**PHOTO OF DOG & LOCATION HELPFUL
BE ALERT - OBSERVE DIRECTION**

Call or Text ASAP 24/7

**Missing & Endangered Animal Rescue
info@lostdog911.org 501c3 Non-profit**

609-381-1414 - call

State of New Jersey
Department of Health

This is to certify that

CHRISTOPHER B. CITTADINO

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P.L. 1988, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

1/29/13

026412

Faye C. Ashby

Date

Number

Dr. Faye E. Sorbaugh, V.M.D., M.P.H.
State Public Health Veterinarian

VERIFIED
SEP 12

PLASTIC LABEL



9 IN x 11 IN (22.9 cm x 27.9 cm)

State of New Jersey
Department of Health

This is to certify that

Robert Z. Marciszewski

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER

Date

4/6/88 03561

Number

Edward Lifshitz
Edward Lifshitz, MD, FACP
Medical Director
Infectious and Zoonotic Disease Program,
Communicable Disease Service

DATE
APR 11
1988

STATE OF NEW JERSEY
DEPARTMENT OF HEALTH

This is to Certify that

NICHOLAS D. DESTEFANO

Having successfully satisfied the requirements to
determine his or her qualifications is hereby
certified pursuant to P.L. 1983, Chapter 525
and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

April 12, 2023

DATE

03552

NUMBER



Edward Litshitz, MD, FACP
Medical Director
Infectious and Zoonotic Disease Program
Communicable Disease Service

State of New Jersey
Department of Health

This is to certify that

MARCUS L. PERRY

has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER

1/10/14

02721

Date

Number

John T. Campbell
John T. Campbell, D.V.M., C.P.M.
State Public Health Veterinarian

VPK-4
AUG 13

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Western Industries-North, LLC

2 Business name/disregarded entity name, if different from above

A-Academy

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2760 Route 9 South

6 City, state, and ZIP code

Howell, NJ 07731

7 List account number(s) here (optional)

Requester's name and address (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

2 0 - 0 8 9 0 6 0 4

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► 08-02-2023

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.

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF ALTERNATE NAME**

**WESTERN INDUSTRIES- NORTH, LLC
0600353617**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-name did on the 17th of June, 2022, file and record in this department a Certificate of Alternate Name.

1. Business Name: WESTERN INDUSTRIES NORTH, LLC

2. New Jersey Business Entity ID: 0600353617

3. Alternate Name:

Name: A-ACADEMY TERMITE AND PEST CONTROL

Activity To Be Conducted Using Alternate Name
GENERAL PEST CONTROL

Alternate Name is Valid Until: 06/17/2027

Signature and Title

PATRICIA SMITH, OTHER



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
17th day of June, 2022

A handwritten signature in cursive script, appearing to read "Elizabeth M. Muoio".

Elizabeth M. Muoio
State Treasurer

Certificate Number : 4176267857

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WESTERN INDUSTRIES- NORTH, LLC

Trade Name:

Address: 2170 PIEDMONT RD NE
ATLANTA, GA 30324-4135

Certificate Number: 1548788

Effective Date: March 12, 2010

Date of Issuance: June 06, 2023

For Office Use Only:

20230606083229722

Client#: 357227

CIOCDEALE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2023

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220 | | CONTACT NAME: Dalton Murphy PHONE (A/C, No, Ext): 877 861-3220 FAX (A/C, No): E-MAIL ADDRESS: dmurphy@connerstrong.com | | | | | | | | | | | | | | | |
|---|--------|--|--|-------------------------------|--------|--|-------|--|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED Ciocca Ford Lincoln of Flemington 215 Route 202 Flemington, NJ 08822 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Zurich American Insurance Company | 16535 | INSURER B: American Guarantee & Liability Ins. Co. | 26247 | INSURER C: The Travelers Indemnity Company | 25658 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
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| 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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | ADP146873803 | 12/01/2023 | 12/01/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | ADP146873803 | 12/01/2023 | 12/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | AUC566582003 | 12/01/2023 | 12/01/2024 | EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | UB3X1054052351D | 12/01/2023 | 12/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | Garagekeepers | | ADP146873803 | 12/01/2023 | 12/01/2024 | Total Policy Agg: \$15,675,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Products Completed Operations Aggregate of \$3,000,000 applies to the General Liability for work performed by the Named Insured (Garage Liability).

Cyber Liability

Insurer: Beazley Insurance Co., Inc.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Township of Little Egg Harbor 665 Radio Road Little Egg Harbor, NJ 08087 | 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 <i>W. Michael Fitzgerald</i> |
|--|---|

DESCRIPTIONS (Continued from Page 1)

Policy #V30588230301

Effective: 12/1/2023 to 12/1/2024

Limit: \$2,000,000

The Township of Little Egg Harbor is included as an Additional insured on the Commercial General Liability Policy if required by written contract.

Certification 17488

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Sep-2022 to 15-Sep-2029**

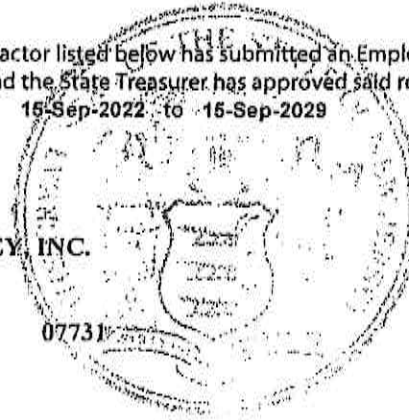
A-ACADEMY OF SOUTH JERSEY INC.

2760 RTE 9 SOUTH

HOWELL

NJ

07731



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO

State Treasurer