



WORKFORCE  
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CUMBERLAND · SALEM · CAPE MAY

RFP #25-07

VR Simulation  
Software



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# PUBLIC NOTICE OF OPPORTUNITY


**LocaliQ**  
 New York/New Jersey  
**GANNETT**

**Agency:**  
 Gwen Schultz  
 to Cumberland County Finance Department, Division  
 of Purchasing  
 164 West Broad Street  
 Bridgeton NJ 08302  
 Acct: 1123295

**Client:**  
 Gwen Schultz  
 Office of the Purchasing Agent  
 to Cumberland County Finance Department,  
 Division of Purchasing  
 164 West Broad Street  
 Bridgeton NJ 08302  
 Acct: 1123295

**This is not an invoice**

Order #	Advertisement / Description	Columns x Lines x Insertions	Rate per Lines	Cost
11291470	PUBLIC NOTICE  CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS  COMPETITIV	1 x 45.00 x 1	\$0.31	\$34.95
Net Total Due:				<b>\$34.95</b>

Costs above include daily ad cost and any associated affidavit charges, where applicable

# of Copies : \_\_\_\_\_ PO #: \_\_\_\_\_  
 1 Check #: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CERTIFICATION BY RECEIVING AGENCY**  
 I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_


**CERTIFICATION BY APPROVAL OFFICIAL**  
 I CERTIFY AND DECLARE THAT THIS ORDER CONFIRMATION IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O.# \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CLAIMANT'S CERTIFICATION AND DECLARATION:**  
 I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS ORDER CONFIRMATION IS CORRECT IN ALL ITS PARTICULARS; THAT THE GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 05/09/2025 

Signature: \_\_\_\_\_

**Federal ID #: 061032273**  
**Official Position: Clerk**

Kindly return a copy of this order confirmation with your payment so that we can assure you proper credit.

Daily Journal

**AFFIDAVIT OF PUBLICATION**

Order Number : 11291470

**STATE OF WISCONSIN**  
**Brown County**

Of the **Daily Journal**, a newspaper printed in Freehold, New Jersey and published in Vineland, in State of New Jersey and Cumberland County, and of general circulation in Cumberland County, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been Published in said newspaper in the issue:

05/09/2025



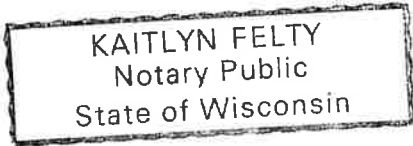
Legal Clerk



Notary Public State of Wisconsin County of Brown

3-7-27

My commission expires



## **PUBLIC NOTICE**

### **CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS**

#### **COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING VIRTUAL REALITY CAREER EXPLORATION SIMULATIONS**

**(For the Cumberland Salem Cape May  
Workforce Development Board)  
RFP# 25-07 RESUBMISSION**

Public Notice is hereby given by the County of Cumberland that Addendum No. 1 to the RFP # 25-07 Resubmission was issued on Friday, May 9, 2025. This addendum was issued by the Cumberland County Finance Department, Purchasing Division, 164 West Broad Street, Bridgeton, New Jersey, telephone (856) 453-2132. Potential respondents who have previously received the above listed RFP will receive Addendum No. 1 by downloading from the Cumberland County Procurement Portal. Anyone downloading this RFP after Friday, May 9, 2025, will be able to download Addendum No. 1 along with the RFP.

By order of the Cumberland County Board of County Commissioners.

David C. DeWoody  
Purchasing Agent  
May 9, 2025 (\$13.95)

NJ Advance Media  
 ATTN: Legal Advertising Dept.  
 161 Bridgeton Pike  
 Building E  
 Mullica Hill, NJ 08062



# South Jersey Times

CUMBERLAND COUNTY PURCHASING  
 DEPARTMENT, GWEN SCHULTZ  
 164 W BROAD ST  
 BRIDGETON, NJ 08302

AD#:0010991465

Sales Rep: Maria Nunez  
 Account Number:1156885  
 AD#: 0010991465

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,  
 PLEASE CALL 800-350-4169 OR EMAIL [sjlegalads@njadvancemedia.com](mailto:sjlegalads@njadvancemedia.com)

Remit Payment to:

Dept 77571  
 P.O. Box 77000  
 Detroit, MI 48277-0571

Date	Position	Description	P.O. Number	Costs
05/09/2025	Request For Pro NJ	PUBLIC NOTICE CUMBERLAND COUNTY BOARD OF COUNTY	RFP 25-20	
			Ad Size 2 x 38 L	Basic Ad Charge - 05/09/2025 \$29.97
				Total \$29.97

CLAIMANTS CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>5/9/2025</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Title: _____	_____
Date: _____	Signature: _____



AD#: 0010991465

State of New Jersey,) ss  
County of Middlesex)

Maria Nunez being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that South Jersey Times is a public newspaper, with general circulation in Camden, Cumberland, Gloucester, and Salem Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

South Jersey Times 05/09/2025

*Maria Nunez*



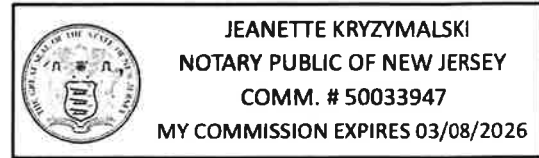
Principal Clerk of the Publisher

Sworn to and subscribed before me this 09th day of May 2025

*Jeanette Kryzimalski*



Notary Public



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

PUBLIC NOTICE

CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING VIRTUAL REALITY CAREER EXPLORATION SIMULATIONS

(For the Cumberland Salem Cape May Workforce Development Board)  
RFP# 25-07 RESUBMISSION

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By order of the Cumberland County Board of County Commissioners.

David C. DeWoody  
Purchasing Agent

Cost \$29.97  
5/9/25 1T (10991465)



WORKFORCE  
DEVELOPMENT BOARD

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# REQUEST FOR PROPOSAL (RFP)

**COUNTY OF CUMBERLAND**

**BRIDGETON, NEW JERSEY**

**RFP # 25-07**  
**Resubmission**

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR  
PROVIDING VIRTUAL REALITY CAREER EXPLORATION  
SIMULATIONS  
(for the Cumberland Salem Cape May Workforce Development Board)**

**RFP OPENING: WEDNESDAY MAY 21, 2025**  
**PREVAILING TIME: 2:30 PM**

**FINANCE DEPARTMENT, PURCHASING DIVISION  
CUMBERLAND COUNTY ADMINISTRATION BUILDING  
164 WEST BROAD STREET  
BRIDGETON, NEW JERSEY 08302**

**(856) 453-2132 Phone  
(856) 451-0967 Facsimile**

**Please note some of the forms have been updated.  
Please review all forms, follow instructions, and complete as required.**

**NOTICE OF COMPETITIVE CONTRACTING  
REQUEST FOR PROPOSAL**

**RFP #25-07 RESUBMISSION**

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING VIRTUAL  
REALITY CAREER EXPLORATION SIMULATIONS  
(For the Cumberland Salem Cape May Workforce Development Board)**

The County of Cumberland is soliciting proposals on behalf of the Cumberland Salem Cape May Workforce Development Board through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$45,000. 100% of these services are financed through federal funding sources.

In accordance with U.S. 2 CFR 200.321 qualified businesses holding such disadvantaged certifications are encouraged to respond to this opportunity.

Sealed RFP responses will be received by Purchasing, on **Wednesday May 21, 2025, at 2:30 P.M.** prevailing time in the Cumberland County Purchasing Department, Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302, at which time and place responses will be opened for Competitive Contracting Request for Proposal for the above stated services.

**RFP Documents may be downloaded at <http://cumberlandprocure.org>.**

**Bid Portal Commodity Code(s):**

**1. Social Services**

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L. 1977, C. 33, as amended by P.L. 2016, C. 43, N.J.S.A. 52:25-24.2 Corporate Disclosure, and the Federal Rider.

By order of the Board of Commissioners of the County of Cumberland.

David C. DeWoody, QPA  
Purchasing Agent

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**RFP CHECKLIST**

**Failure by the bidder to submit with their Proposal all of the items that are checked below may cause the Proposal to be considered non-responsive.**

<b><u>Required with Receipt of RFP</u></b>	<b><u>Item</u></b>	<b><u>Read, Initialed and Submitted</u></b>
<u>  X  </u>	Official RFP Sheet (Exhibit A)	<u>  SH  </u>
<u>  X  </u>	Statement of Authority (Exhibit B)	<u>  SH  </u>
<u>  X  </u>	RFP Exceptions Form (Exhibit C)	<u>  SH  </u>
<u>  X  </u>	Statement of Corporate Ownership Pursuant to <u>N.J.S.A. 52:25-24.2</u> (Exhibit D)	<u>  SH  </u>
<u>  X  </u>	EEO/Affirmative Action Compliance Notice Pursuant to <u>N.J.S.A. 10:5-31 et seq.</u> and <u>N.J.A.C. 17:27</u> (Exhibit E)	<u>  SH  </u>
<u>  X  </u>	Certification Regarding Debarment (Exhibit G)	<u>  SH  </u>
<u>  X  </u>	Non-Collusion Affidavit (Exhibit H)	<u>  SH  </u>
<u>  X  </u>	Acknowledgement of Receipt of Addenda Form Pursuant to <u>N.J.S.A. 40A:11-23.2.e.</u> (Exhibit I)	<u>  SH  </u>
<u>  X  </u>	Request for References Form (Exhibit J)	<u>  SH  </u>
<u>  X  </u>	Vendor Information Sheet (Exhibit K)	<u>  SH  </u>
<u>  X  </u>	Bidders Data Sheet and Questionnaire (Exhibit L)	<u>  SH  </u>
<u>  X  </u>	Attachment A Pg.56	<u>  SH  </u>

**The items that are checked below shall be submitted no later than the time period indicated.**

<b><u>Required Prior to Contract Award</u></b>	<b><u>Item</u></b>	<b><u>Read, Initialed Shall Submit</u></b>
<u>  X  </u>	New Jersey Business Registration Certificate (Due prior to Award)	<u>  SH  </u>
<u>  X  </u>	Disclosure of Investment Activities In Iran (Exhibit N)(Due prior to Award)	<u>  SH  </u>
<u>  X  </u>	Certificate(s) of Insurance as specified	<u>  SH  </u>

in the Bid Document (EXHIBIT M)  
(Due with executed contract)

<u>  X  </u>	Form W-9 (Exhibit P) (Due prior to Award)	<u>  SH  </u>
<u>  X  </u>	Russia Belarus Disclosure (Exhibit Q) (Due prior to award)	<u>  SH  </u>
<u>  X  </u>	Federal Lobbying Certification (Due prior to Award)	<u>  SH  </u>
<u>  X  </u>	Certification Regarding Debarment (Exhibit G.2) Due prior to award	<u>  SH  </u>

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read and Initialed</u>
<u>  X  </u>	Americans with Disabilities Act Language – (Exhibit F)	<u>  SH  </u>
<u>  X  </u>	Conflict of Interest Policy (Exhibit O) Pages 28-30	<u>  SH  </u>
<u>  X  </u>	General Instruction/Conditions Pages 31-50	<u>  SH  </u>
<u>  X  </u>	Technical Specifications Pages 51-54	<u>  SH  </u>
<u>  X  </u>	Federal Rider	<u>  SH  </u>

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR RFP. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE RFP PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS RFP, AND TO SUBMIT WITH THEIR RFP ALL REQUIRED DOCUMENTATION.

**SIGNATURE**

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

Name of Company: Interplay Learning  
 Signature: Sonia Hamer  
 Print Name: Sonia Hamer  
 Title: Grant Manger  
 Date: 05/16/2025

**END OF RFP CHECKLIST**

**EXHIBIT A**  
**OFFICIAL PROPOSAL DOCUMENT**

**TO THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein, and for the fee(s) submitted herein for the following:

**NAME OF SERVICE:**

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING VIRTUAL  
REALITY CAREER EXPLORATION SIMULATIONS  
(For the Cumberland Salem Cape May Workforce Development Board)  
RFP# 25-07 RESUBMISSION**

<b>TOTAL DOLLAR AMOUNT REQUESTED</b>	<b>\$ 45,000</b>
--------------------------------------	------------------

Have you included with your proposal submission all of the required items listed per the Proposal Checklist, Pages 4/5? Yes X No     . If not, your proposal may be rejected as non-responsive.

Respondents having any questions regarding the correct method for providing information and documentation requested in this RFP shall contact David C. DeWoody, Purchasing Agent, at (856) 453-2132.

**Name of Company:** Interplay Learning

**Signature:** Billie Snow  
1C0A6768B0AF4FA...

**Print Name:** Billie Snow

**Title:** SDR Corporate Governance

**Date:** 5/16/2025

**END OF OFFICIAL PROPOSAL DOCUMENT**

**EXHIBIT B**

**STATEMENT OF AUTHORITY**

**RFP SUBMITTED FOR:**

COMPANY: Interplay Learning

ADDRESS: 1717 W 6th St #405, Austin, TX 78703

RFP SUBMITTED BY: Doug Donovan

(Print Name of Company Officer)

SIGNATURE:  (Signature of Company Officer) \*\*\*

TITLE: CEO DATE: 5/13/2025

TELEPHONE: 855-980-2525 EXTENSION:

FACSIMILE:

EMAIL ADDRESS: ddonovan@interplaylearning.com

TAXPAYER IDENTIFICATION NUMBER: 84-1754968

**\*\*\* This Exhibit must be signed by a Company Officer, who has the legal authority to bind the Company to a contract, in order to be accepted by the County as a valid proposal**

**EXHIBIT C**

**RFP EXCEPTIONS FORM**

Exceptions, if any, to the RFP specifications, shall be noted and described below.

Please note that RFP received without any exceptions noted and described below shall be assumed to be in complete compliance with the RFP specifications.

Please note that failure by the bidder to note and describe below exceptions to the RFP specifications shall in no way provide relief to contractors supplying products or materials which do not meet the RFP specifications. Contractors supplying products or materials which are not noted and identified below shall be subject to legal action.

Do you have any exceptions to the specifications? Yes X No \_\_\_\_\_. If yes, note and describe below your exceptions.

**EXCEPTION # 1:** Describe here with specificity the exact nature of your Exception # 1:

Exhibit E - EEO/Affirmative Action Compliance Notice - Interplay Learning is not currently under a federal affirmative action plan

Describe here with specificity how with Exception # 1 your RFP still meets the requirements of this specification:

Interplay Learning is able to submit AA-302 upon request

**EXCEPTION # 2:** Describe here with specificity the exact nature of your Exception # 2:

Subscription-based services are non-refundable regardless of termination for convenience as states in section O45

Describe here with specificity how with Exception # 2 your RFP still meets the requirements of this specification:

The exception shall not conflict with Interplay Learning's ability to meet the requirements outlined in the RFP

**EXCEPTION # 3:** Describe here with specificity the exact nature of your Exception # 3:

Work for hire under this agreement will remain the sole property of the contractor, Interplay Learning, Inc.

Describe here with specificity how with Exception # 3 your RFP still meets the requirements of this specification:

The exception shall not conflict with Interplay Learning's ability to meet the requirements outlined in the RFP

**EXCEPTION # 4:** Describe here with specificity the exact nature of your Exception # 4:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe here with specificity how with Exception # 4 your RFP still meets the requirements of this specification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU HAVE MORE EXCEPTIONS, MAKE COPIES OF THIS EXCEPTION FORM, COMPLETE THE FORMS AND ATTACH THEM TO THE FRONT OF YOUR RFP SUBMISSION**

Form Completed by: Bille Snow (Print Name)

Signed by: *Bille Snow*  
1GGA6768B8AF4FA... (Signature)

Title: Sr. Director of Corporate Governance Date: 5/16/2025

**EXHIBIT D**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information cause for automatic rejection of the bid or proposal. Please read and review the General Instructions and Conditions section related to this Statement.

**Name of Organization:** Interplay Learning

**Organization Address:** 1717 W 6th Street #405, Austin, TX 78703

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, or of all beneficiaries in an established trust or association who hold a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, or no beneficiary in an established trust or association holds a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Legal Entity	Address
S3 Ventures Fund VI, L.P.	6300 Bridge Point Pkwy Building 1, Suite 405, Austin, TX 78730
Horizon Inclusive Growth Partners	4001 Kennett Pike, Suite 302, Wilmington, DE 19807

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
<a href="https://www.sec.gov/Archives/edgar/data/2037603/000204887624000003/xslFormDX01/primary_doc.xml">https://www.sec.gov/Archives/edgar/data/2037603/000204887624000003/xslFormDX01/primary_doc.xml</a>	1

Please list the names and addresses of each stockholder, partner, beneficiary or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) , trust, association, or other legal entity listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, natural person, and/or and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed, or is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to 10 percent. **Attach additional sheets if more space is needed. PLEASE REVIEW THE GENERAL INSTRUCTIONS AND CONDITIONS SECTION RELEVANT TO THIS FORM.**

Stockholder/Partner/Member/Beneficiary and Corresponding Entity Listed in Part II	Address
George Kaiser	6733 S. Yale Tulsa OK 74136

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *County of Cumberland* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *County of Cumberland* to notify the *County of Cumberland* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *County of Cumberland* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Billie Snow	Title:	Sr. Director of Corporate Governance
Signature:	 <small>signed by: Billie Snow 100437818046747A</small>	Date:	5/16/2025

**EXHIBIT E**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 et seq.**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

**Goods and General Service Vendors**

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

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

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

Do you have a State Certificate of Employee Information Report Approval? Yes     No   
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence shall be submitted.

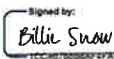
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) shall submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

COMPANY: Interplay Learning

SIGNATURE:  \_\_\_\_\_  
Signed by: Billie Snow

PRINT NAME: Billie Snow

TITLE: Sr. Director of Corporate Governance

DATE: 5/16/2025

## EXHIBIT F

### **AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE**

#### Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made 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 this Agreement or otherwise at law.

**EXHIBIT G**

**CERTIFICATION REGARDING THE DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am Sr. Director of Corporate Governance of the firm of Interplay Learning,  
(Your Title) (Name of your Organization)  
1717 W. 6<sup>th</sup> St #405 Austin, TX 78703,  
(Address of your Organization)

**CHOOSE ONE OF THE FOLLOWING**

(  ) A. I hereby certify on behalf of Interplay Learning  
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.

( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

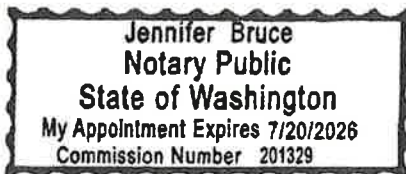
Subscribed and sworn to  
Before me this day of 16<sup>th</sup>  
May 2025

Jennifer Bruce  
(Signature of Notary Public)

Billie Snow  
(Signature)

Billie Snow - Sr. Director of Corporate Governance  
(Typed or Printed Name and Title)

My Commission expires 7/20/2026  
(Month, Day, Year)



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the County of Cumberland may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the County of Cumberland if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the County for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the County of Cumberland.

**EXHIBIT G.2**

**FEDERAL NON-DEBARMENT CERTIFICATION**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**EXHIBIT G.2**

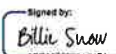
**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	Interplay Learning
Address of Individual or Organization	1717 W 6th Street, #405 Austin, TX 78703
DUNS Code (if applicable)	957775161
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

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

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>County of Cumberland</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>the County</b> to notify the <b>County</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>County</b> permitting the <b>County</b> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Billie Snow	Title:	Sr. Director of Corporate Governance
Signature:		Date:	5/16/2025

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

<b>Name of Individual or Organization</b>	
---	--

<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input checked="" type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
-------------------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
--------------------------	---

<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
---	--


<b>Home Address (for Individual) or Business Address</b>	
--	--

**OR**

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **County of Cumberland** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **County** to notify the **County** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **County**, permitting the **County** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Billie Snow	Title:	Sr. Director of Corporate Governance
Signature:		Date:	5/16/2025

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

<input checked="" type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
-------------------------------------	--

Name of Business Entity	Business Address
Industrial Training International	9428 Old Pacific Highway, Woodlands, WA 98674

**\*\*Add additional sheets if necessary\*\***

**OR**

--

<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address


\*\*Add additional Sheets if necessary\*\*

**OR**

<input checked="" type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
-------------------------------------	--

**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **County of Cumberland** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **County** to notify the **County** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **County**, permitting the **County** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Billie Snow	Title:	Sr. Director of Corporate Governance
Signature:	 <small>Signed by: Billie Snow 1CC4579192BA74FA</small>	Date:	5/16/2025

**EXHIBIT H**

**NON-COLLUSION AFFIDAVIT**

State of Washington

SS:

County of Clark

I, Billie Swain (Name of Affiant) residing Woodland (Name of Municipality)

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

I am SDR (Title or Position) of the firm Interplay Learning (Name of Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Cumberland in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Interplay Learning, Inc. (Name of Contractor)

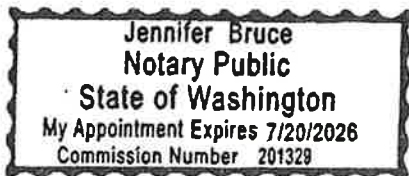
(N.J.S.A. 52:34-15).

Subscribed and sworn to  
Before me this day 16th  
May 20 25

Jennifer Bruce  
(Signature of Notary Public)

Billie Swain  
(Signature of Affiant)  
Billie Swain  
(Typed or Printed Name of Affiant)

My Commission expires 5/20/26  
(Month, Day, Year)



**EXHIBIT I**

**COUNTY OF CUMBERLAND, NEW JERSEY**

**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)
Addendum No. 1	May 9	



**No addenda were issued:**

Acknowledged for: Interplay Learning  
(Name of Bidder)

By:   
(Signature of Authorized Representative)

Name: Billie Snow  
(Print or Type Name of Authorized Individual)

Title: Sr. Director of Corporate Governance

Date: 5/16/2025

## EXHIBIT J

### REQUEST FOR REFERENCE FORM

List three (3) public agencies (other than Cumberland County) presently or previously contracted to whom you provide or have provided the items and/or services as herein specified. Bidders should provide those references most closely aligned with the type of service/supply requested.

1. Name of Entity SE Kansas Works  
Address 215 W. 6th Ave., Suite 107 Emporia, KS 66801  
Contact Name Jim Jenkins  
Daytime Telephone (913) 937-9451 Email jjenkins@sekworks.org
  
2. Name of Entity Passaic County Technical Institute  
Address 45 Reinhardt Road, Wayne, NJ 07470  
Contact Name Jim O'Connor  
Daytime Telephone \_\_\_\_\_ Email joconnor@pcti.tec.nj.us
  
3. Name of Entity Jersey Shore Area School District  
Address 75 A&P Drive Jersey Shore, P A 17740  
Contact Name Heather Rager  
Daytime Telephone (5706) 606-638 Email hrager@jasd.org

**EXHIBIT K**

**VENDOR INFORMATION SHEET**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information shall be provided with this RFP:

Name of Business: Interplay Learning

Correspondence Address, including zip code:

1717 W 6th St #405 Austin, TX 78703

Purchase Order Address, including zip code:

1717 W 6th St #405 Austin, TX 78703

Payment Address, including zip code:

1717 W 6th St #405 Austin, TX 78703

Telephone Number: 855-980-2525

Facsimile Number: \_\_\_\_\_

**EXHIBIT L**

**BIDDERS DATA SHEET AND QUESTIONNAIRE**

**Please provide the following information**

How many years has your company been providing this service? 11 years

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes  No . If yes, provide details here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your company ever had a contract terminated for non-performance? Yes  No . If yes, provide details here:

\_\_\_\_\_  
\_\_\_\_\_

Has your company ever been involved in any litigation regarding the provision of the services described herein? Yes  No . If yes, provide details here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and telephone numbers of personnel who can be contacted if problems or emergencies arise: Sonia Hamer, 212-416-4669/2069

\_\_\_\_\_  
\_\_\_\_\_

Name and telephone number of an individual who can be contacted at all times if service information is requested: Sonia Hamer, 212-416-4669/2069

\_\_\_\_\_  
\_\_\_\_\_

**END OF BIDDERS DATA SHEET AND QUESTIONNAIRE**

## EXHIBIT M

### **(Required on all Bids)**

- 1.1 The Contractor(s) shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.
- 1.2 The insurance should be furnished by insurance companies with and "A - (Excellent) VII" or better or better rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey.
- 1.3 It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Risk Manager or the County Counsel. Furthermore, written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.
- 1.4 The Contractor(s) shall furnish the County with Certificates of Insurance, as shown under "B" Specific Coverage Requirements, policies for General Liability must be endorsed to include the County of Cumberland, its elected officials, officers, agents, servants, employees, and assigns, as an Additional Insured, a copy of ISO Endorsements CG 20 10 is required along with the certificate. The Certificates of Insurance shall set out the types of coverage, the limits of liability and describe the operation by reference to this contract. All of the Contractors deductibles or retention's shall be the sole responsibility of the contractor, those in excess of \$10,000 are to be disclosed and are subject to approval by the County. If requested actual policy copies or incurred loss information may be required.
- 1.5 The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain completed operations insurance, endorsing the County as an additional insured for a term of two (2) years beginning on the date of the final acceptance. They also must include a copy of ISO Endorsement CG 20 37, or its equivalent.
- 1.6 The Contractor(s) shall obtain, and furnish to the County, certificates of insurance from their subcontractor(s) or sub subcontractor(s) showing policies in force with coverage and limits as described under these insurance requirements.
- 1.7 The Certificate of Insurance with a COPY OF THE ADDITIONAL INSURED ENDORSEMENTS, are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance/ furnished by the Contractor shall release the Contractor from full responsibility for all liability including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.
- 1.8 The Certificates of Insurance must be submitted to the County and shall be subject to the review and approval of the County Counsel or Risk Manager.

1.9 If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor, prior to the expiration, change or cancellation, to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy so that there will be no lapse in any coverage. In the event of interruption of any coverage for any reason, all payments and work under the contract shall cease and not be resumed until coverage has been restored and a current Certificate of Insurance received and approved.

1.10 Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the Risk Manager for the County of Cumberland and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.

1.11 Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Cumberland does not provide protection for Contractors liability.

1.12 Certificates of Insurance and Evidence of Property Forms shall show the Certificate Holder as follows:

COUNTY OF CUMBERLAND  
ADMINISTRATION BUILDING  
164 WEST BROAD STREET  
BRIDGETON, NJ 08302  
ATTN.: David C. DeWoody, Purchasing Agent

1.13 Certificates of Insurance not reading as above will not be acceptable and will delay contract signature and/or payment.

1.14 Questions regarding these insurance requirements may be directed to David C. DeWoody, Purchasing Agent at (856) 453-2132. Certificates for approval may be preliminarily submitted via fax to (856) 451-0967.

2 The following items are the minimum mandatory types of insurance coverage to be carried under the requirements as provided herein, CONTRACTORS INSURANCE REQUIREMENTS:

2.1 Workers Compensation insurance or its equivalent in accordance with the statutes of the State of New Jersey and Employer's Liability insurance with minimum limits of:

- 2.1.1 \$1,000,000 each accident for bodily injury by accident
- 2.1.2 \$1,000,000 each employee for bodily injury by disease; and
- 2.1.3 \$1,000,000 policy limit for bodily injury by disease

2.2 General Liability in a comprehensive form, with minimum limits as follows:

- 2.2.1 Each Occurrence \$1,000,000
- 2.2.2 Personal & Adv. Injury \$1,000,000
- 2.2.3 General Aggregate \$2,000,000

**2.2.4 Products-Completed Operations Aggregate \$2,000,000**

**2.3 Motor Vehicle Liability Insurance in a comprehensive form with minimum limits of \$1,000,000 CSL**

**2.3.1 Owned Vehicles**

**2.3.2 Hired/Leased Vehicles**

**2.3.3 Non-Owned Vehicles**

**3 SPECIFIC COVERAGE REQUIREMENTS**

**3.1 PROFESSIONAL LIABILITY (Required for this Bid: Yes \_\_\_\_\_ No  X )**

During the life of this contract the Contractor shall procure and maintain Professional Liability Insurance with limits of liability not less than \$1,000,000 per claim/\$1,000,000 annual aggregate. This insurance shall provide coverage for wrongful acts the contractor is responsible for rendering or failing to render professional services. If coverage is on "claims made" basis, Contractor must maintain comparable coverage and limits for a minimum of four (4) years following the expiration date of said contract.

**3.2 POLLUTION LIABILITY INSURANCE (Required for this Bid: Yes \_\_\_\_\_ No  X )**

During the life of this contract the Contractor shall procure and maintain Pollution Liability Insurance with limits of liability not less than \$1,000,000 or \$5,000,000 per pollution incident / \$3,000,000 or \$10,000,000 annual aggregate. This insurance shall provide coverage pollution incidents that cause bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is on "claims made" basis, Contractor must maintain comparable coverage and limits for a minimum of four (4) years following the expiration date of said contract.

**EXHIBIT N**

**STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Bid/RFP Number:** 25-07 Resubmission **Bidder/Offorer:** Interplay Learning

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**PART 1: CERTIFICATION. BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**PLEASE CHECK THE APPROPRIATE BOX:**

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 is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification of its behalf.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the section below. Add additional sheets if necessary to report additional activities.

Name of Entity: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_


Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offorer Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

(EXHIBIT N Continued)

**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 County of Cumberland is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Cumberland and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: Billie Snow Signature:   
Title: SDR Corporate Governance Date: 5/16/2025

## EXHIBIT O

### Conflict of Interest Policy – 06/15/2021

#### **I. Purpose**

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods, services, and construction or repair projects, inclusive of those paid for in part or whole by federal funds required under 2 C.F.R. § 200.318(c)(1).

#### **II. Policy**

This policy applies when procuring all goods, services, construction or repair projects, and any other form of contract, inclusive of those funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing any federal, state, or other financial assistance awards shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** No officer, employee, or agent of the County of Cumberland may participate directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other benefiting interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal, state, or other awarding agency or pass-through entity in accordance with applicable awarding agency policy.

Additionally, pursuant to the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.) the following shall be required:

1. No local government officer, employee, or member of their immediate family shall engage in activity that is in substantial conflict with the proper discharge of their duties in the public interest.
2. No independent local authority shall, for a period of one year next subsequent to the termination of office of a member of that authority:

- a. Award a contract which is not publicly bid to a former member (or any organization they hold a benefitting interest in) of that authority.
  - b. Allow a former member (or any organization they hold a benefitting interest in) of that authority to represent, appear for, or negotiate on behalf of any other party before that authority.
  - c. Employ for compensation, except pursuant to open competitive examination in accordance with Title 11A of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of that authority.
3. No local government officer or employee shall use or attempt to use their official position to secure unwarranted privileges or advantages for themselves or others.
  4. No local government officer or employee shall act in their official capacity in any matter where they, a member of their immediate family, or a business organization in which they have an interest, have a direct or indirect financial or personal involvement that might reasonably be expected to impair their objectivity or independence of judgment.
  5. No local government officer or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice their independence of judgment in the exercise of their official duties.
  6. No local government officer, employee, or member of their immediate family shall solicit political contributions to the extent that if given there would be an influence (directly or indirectly) to the discharge of their official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the local government officer has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local government officer in the discharge of their official duties.
  7. No local government officer or employee shall use, or allow to be used, their public office or employment, or any information not generally available to the members of the public, which they receive or acquire in the course of and by reason of their office or employment, for the purpose of securing financial gain for themselves, any member of their immediate family, or any business organization with which they are associated.
  8. No local government officer or employee or business organization in which they have an interest shall represent any person or party other than the local government in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which they serve. This provision shall not be deemed to prohibit one local government employee from representing another local government employee where the local government agency is the employer, and the representation is within the context of official labor union or similar representational responsibilities.

**B. Gifts.** Officers, employees, members of their immediate family or business organization in which they have an interest, and agents of the County of Cumberland are prohibited from accepting or soliciting gifts, gratuities, favors, loans, services, promises of future employment, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00

which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy, directly or through their immediate family or business organization in which they have an interest, shall report the item to his or her immediate supervisor.

### **III. Violation**

Employees violating this policy will be subject to discipline up to and including termination in accordance with County policies, as may be changed from time to time. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards. Local Government Officers and Employees will be subject to disciplinary actions and penalties in accordance with the New Jersey Local Government Ethics Law.

**COUNTY OF CUMBERLAND, NEW JERSEY  
GENERAL INSTRUCTIONS AND CONDITIONS**

**1. RFP SUBMISSION**

RFPs shall be submitted on the RFP Form supplied herewith and all pages of this RFP Package, including the necessary forms to be signed, must be returned with the RFP. Failure to do so may be cause for rejection of the RFP. RFPs shall be returned in sealed envelopes addressed to:

**Finance Department, Purchasing Division  
Office of the Purchasing Agent  
Cumberland County Administration Building  
164 West Broad Street  
Bridgeton, New Jersey 08302**

It shall be the responsibility of the respondent to ensure that their **complete RFP** submission is delivered to the location and at the date and time listed herein. The County accepts no responsibility for RFPs that are not delivered to the location and/or at the date and time listed herein.

The envelope shall be prominently marked:

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING VIRTUAL  
REALITY CAREER EXPLORATION SIMULATIONS  
(For the Cumberland Salem Cape May Workforce Development Board)  
RFP# 25-07 RESUBMISSION**

The County accepts no liability for RFPs opened or unopened in error due to the absence of such prominent notation.

**2. NOTIFICATION OF CONFIDENTIAL, PROPRIETARY OR TRADE SECRETS OR OTHER SENSITIVE INFORMATION**

The bidder or responding party shall designate what information contained in their response to the RFP or bid is deemed to be confidential, proprietary, or constitutes trade secrets or other sensitive information which the bidder or responding party does not want disclosed. If a request is made for information contained in the bid and no designation of confidential, proprietary, or trade secret information is given to the County the County will release such information under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. to a party who makes an OPRA request.

**3. RFP CHECKLIST**

The items and/or forms required herein shall be reviewed and submitted with your RFP. Every effort is made to ensure this checklist is fully complete in scope and is provided for informational purposes as all required documentation may not be listed therein. It shall be the responsibility of the bidder to carefully review and familiarize themselves with the complete RFP package and provide those documents that are required.

**4. OFFICIAL RFP SHEET**

RFP# 25-07 RESUB Virtual Reality Career Simulations

**(Required on all RFPs)**

Bidders are hereby strongly cautioned against changing, altering, or modifying the format of the Official RFP Sheet. All requested information shall be provided in the format established therein. Bidders who change, alter, or modify the Official RFP Sheet may have their RFP rejected as non-responsive.

**5. STATEMENT OF AUTHORITY**

**(Required on all RFPs)**

The form **must** be signed by a Company Officer and submitted with the bid, in order to be accepted by the County as a valid bid. A Company Officer shall be considered to be an individual that has an ownership interest in the Company with the ability to legally bind and execute a contract on behalf of the Company. In the event that this contract is to be executed by someone that does **not** have an ownership interest, the bidder shall provide a certified copy of a corporate resolution authorizing that such other officer(s) are designated with the ability to bind the company through contract.

**6. RFP EXCEPTIONS FORM**

**(Required on all RFPs)**

Exceptions, if any, to the RFP specifications, shall be noted and described in the exhibit provided herein. Note that RFPs received without any exceptions noted and described below shall be assumed to be in complete compliance with the RFP specifications.

**7. STATEMENT OF CORPORATE OWNERSHIP**

**(Required on all RFPs)**

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its proposal, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33, as amended by P.L. 2016, Chapter 43).

Please be advised that, for the purposes of completing this form, all "stockholders" and "individual partners" shall be considered to be: individual persons, partnerships, limited partnerships, limited liability partnerships, limited liability companies, sub-chapter S-corporations, C-corporations, statutory trusts, business trusts or associations, real estate investment trusts, common-law trusts, national associations, or any other unincorporated business, whether organized under the laws of this State or under the laws of any other state or territory of the United States or the District of Columbia, the United States or any foreign country or other foreign jurisdiction pursuant to N.J.S.A. 52:25-24.2. This disclosure includes all beneficiaries in an established trust or association that hold a 10% or greater interest therein, as the case may be.

The disclosure of all beneficial owners who own ten (10) percent or more of any entity shall be continued in Part II, Part III, and on additional sheets (if applicable), until all natural persons are

identified, or it is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to ten (10) percent.

8. **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

**(Required on all RFPs)**

Goods, Professional Services and General Service Contracts.

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

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

Failure by the respondent to execute, complete and include with their RFP submission the EEO/Affirmative Action Compliance Notice on the exhibit shall cause their RFP to be rejected as non-responsive.

9. **EQUAL PAY ACT REQUIREMENT**

Vendors are required to adhere to the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, an amendment to the New Jersey Law Against Discrimination N.J.S.A. 10:5-1, et seq. The law became effective July 1, 2018.

10. **AMERICANS WITH DISABILITIES ACT LANGUAGE**

**(Required on all RFPs)**

As provided herein, and as provided in the RFP checklist, the CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.) are affirmed as a condition of this RFP and subsequent contract as appropriate.

11. **CERTIFICATION REGARDING DEBARMENT G.1 & G.2**

**(Required on all RFPs)**

By signing and submitting this exhibit the contractor affirms certification of compliance with the conditions as provided in the exhibit and instructions. Form G must be submitted with your proposal. Respondents are requested to submit G.2 with their proposal however the **FEDERAL DEBARMENT FORM G.2 MUST BE PROVIDED BY THE INTENDED AWARDEE PRIOR TO AWARD.**

12. **NON-COLLUSION AFFIDAVIT**

**(Required on all RFPs)**

By signing and submitting this exhibit the contractor affirms certification of compliance with the conditions as provided in the exhibit and instructions.

13. **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**(Required on all RFPs)**

Bidder is required to enter each addendum, date issued, and initial receipt of same or signify that no addenda were issued as indicated on the exhibit.

14. **REQUEST FOR REFERENCES FORM**

**(Required for this RFP: Yes  X  No \_\_\_\_\_)**

Bidders shall complete and include with their RFP submission the Request for Reference as provided in the exhibit. Bidders should provide those references most closely aligned with the type of service/supply requested and like governmental agency.

15. **VENDOR INFORMATION SHEET**

**(Required on all RFPs)**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, vendors are required to complete this exhibit.

16. **BIDDERS DATA SHEET AND QUESTIONNAIRE**

**(Required for this RFP: Yes  X  No \_\_\_\_\_)**

Bidders shall complete and include with their RFP submission the questionnaire as provided in the exhibit.

17. **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

**(Required on all RFPs)**

Pursuant to N.J.S.A. 52:32-44, County of Cumberland (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Emergency Purchases or Contracts**

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 233 TRENTON, NJ 08646-0233
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 01093907	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EXPIRES DATE: 08/31/04		
FORM REG-01 (11)	<small>ACTIVE BUSINESS</small> <i>John S. Leahy</i> <small>This Certificate is NOT assignable or transferable. It must be continuously employed at above address.</small>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112813533	

18. **CONTRACTORS INSURANCE REQUIREMENTS**

The County of Cumberland requirements and types of insurance coverage(s) to be carried by the vendor are provided in Exhibit M. Documentation must be provided with executed contract documents.

19. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

(Required on all RFPs)

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to said bidder.

20. **FORM W-9**

(Required on all RFPs)

Bidders shall complete the provided Form W-9 and return prior to award.

21. **RESERVATIONS**

The Board of County Commissioners reserves the right to reject any and all RFPs and to waive minor discrepancies therein. The Board of County Commissioners also reserves the right to split RFPs, award individual items, or to award groups of items and categories of items.

22. **TIME FOR MAKING AWARDS**

The County of Cumberland will award contracts or rejects all RFPs within sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their RFPs held for consideration for a longer period.

23. **INDEMNIFICATION**

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the County from all suits and actions of every nature and description against it (including reasonable attorney's fees) arising out of or related to the contract or contracts, written or verbal, entered into between the County and the successful bidder(s), and further that upon the awarding of the contract in accordance with these specifications, this indemnification agreement shall automatically become effective with respect to any work performed by the contractor.

24. **PRICES**

Carelessness in quoting prices or in preparation of the RFP otherwise shall not relieve the bidder.

RFP prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County of Cumberland. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges. All discounts shall be deducted except the discount for prompt payment of an invoice, if offered.

25. **TAXES**

The County is exempt from all Federal and State Taxes.

26. **QUESTIONS**

Questions concerning this RFP shall be directed in writing to the Cumberland County Purchasing Department, Attention: David C. DeWoody, Purchasing Agent, either by facsimile at (856) 451-0967 or by email at [davidde@cumberlandcountynj.gov](mailto:davidde@cumberlandcountynj.gov) and cc: [gwensc@cumberlandcountynj.gov](mailto:gwensc@cumberlandcountynj.gov) and [caroldo@cumberlandcountynj.gov](mailto:caroldo@cumberlandcountynj.gov) by 12:00 PM (Noon) Monday May 12, 2025. Questions submitted after this date and time will not be answered.

27. **IN THE EVENT OF COUNTY OFFICES CLOSING PER N.J.A.C. 5:34-9.3**

Publicly announced receipt of bids or competitive contracting proposals shall be considered postponed when an unforeseen circumstance occurs that would affect or prohibit the opening of bids or proposals. The opening of the bids or proposals must occur within five days, excluding Saturdays, Sundays, and holidays, of the original date of the receipt of bids or proposals. The following procedures shall be used in the event a contracting unit must postpone the receipt of publicly advertised bids or competitive contracting proposals:

1. As soon as practicable, all vendors who have either submitted bids or proposals, or received specifications or request for proposals, shall be notified by telephone, fax, or email that the receipt thereof has been postponed and the reason, therefore. The County of Cumberland will post a notice on its official website.
2. If possible, on the day and time originally scheduled for receipt of bids or proposals, a notice shall be posted at the place where bids were to have been received, stating that the receipt of bids or proposals has been postponed. The notice will be publically displayed at the entrance to the building of the designated bid opening.
3. In the event of a postponement, no bids or proposals shall be opened.

28. **QUANTITIES OF ESTIMATE**

Estimated quantities of work to be done shown in any section of this RFP, including Proposal Cost Form, are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by owner to complete work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

29. **ITEMS BID**

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

If the amount shown in words and its equivalent in words do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the County of Cumberland of the extended totals shall govern.

30. **MULTIPLE PROPOSALS**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names, shall not be considered.

31. **ASSIGNMENT**

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without written consent of the County.

32. **FAILURE TO ENTER CONTRACT**

Should the respondent to whom the contract is awarded fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

33. **DIFFERENCES**

The County may, after RFPs are opened, request from any vendor, clarification of any statement or information contained in their RFP. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the County Purchasing Agent or his designated representative's decision shall be final and conclusive.

34. **ADDITIONAL CLAIMS**

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.

35. **ORAL INSTRUCTIONS**

Each and every request for interpretation of these specifications shall be made in writing, addressed, and forwarded to the Cumberland County Purchasing Agent, who may send written instructions to the bidders in the form of addenda.

Written questions and requests for interpretation of these specifications may also be faxed to the Purchasing Department at (856) 451-0967.

If addenda are issued, bidders shall acknowledge receipt of such on the form provided within this RFP document, entitled "Acknowledgment of Receipt of Addenda, EXHIBIT I", and must return this form with their RFP submission.

Neither the County of Cumberland nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

36. **STANDARD CONTRACT**

The successful bidder will be required to sign and execute the County's standard contract. This contract, along with other documents required for the award of contract, must be executed by the successful bidder and returned to the Cumberland County Purchasing Department within ten (10) days after receipt by the successful bidder. Should the bidder to whom the contract is awarded fail to enter into enter into

an agreement with the County for the reasons stated herein, and within the time limitations stated herein, the County may then, at its option, accept the RFP of the next lowest responsible bidder. A copy of this contract is available for your review in the Cumberland County Purchasing Department.

37. **NEW JERSEY LAWS**

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

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law.

38. **BRAND NAMES**

Brand names or descriptions used in this specification are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged, unless otherwise specified in the technical specifications.

Where a brand name, trade name, or other reference using a manufacturer's name or terms appears, it is intended to be a guide referring to a specific quality, grade, style, or size. A product of equal quality will be considered, but must be designated in accordance with the conditions specified in Section 6, Exceptions to Specifications.

For the purpose of evaluation, where an equivalent product is being bid, the bidder must indicate, no matter how slight, any variations from the items specified. If no variations are noted, it will be construed that the RFP fully conforms to the specifications in every instance. The decision by the Cumberland County Purchasing Agent for the County of Cumberland as to whether an RFP alternative or substitute is in fact equal, shall be final and without recourse.

RFP proposals shall be submitted based upon the written specification and any legal addenda thereto contained in this specification, and such written specifications and legal addenda shall be considered as the minimum requirements. Failure to meet these minimum requirements shall be grounds for rejection of the vendor's RFP.

39. **TIE BIDS**

The County reserves the right to award at their discretion to any one of the tie bidders all factors considered.

40. **MAILED RFPs**

RFPs may be hand delivered or mailed as per legal notice to bidders. In the case of mailed RFPs, the County assumes no responsibility for RFPs received after the designated date and time. Late RFPs will not be considered.

41. **FACSIMILE RFPs**

Be advised that facsimile transmissions of any of the required RFP documents will not be acceptable and your RFP will be declared non-responsive.

42. **WITHDRAWAL OF RFPs**

A written request for the withdrawal of an RFP will be granted if received by the County Purchasing Agent before any RFP has been opened. An RFP cannot be withdrawn after the time set for receiving the RFPs except by written consent of both parties.

43. **NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

44. **TERMINATION FOR DEFAULT**

The contractor's right to perform this contract may be terminated by the County in the event services are not performed as called for in the contract. Thereafter, the County may have the service performed by others and the Contractor shall be liable for all costs to the County in excess of the contract price for the remaining portion of the contract.

45. **TERMINATION FOR CONVENIENCE**

If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the canceled portion of the contract.

46. **CANCELLATION FOR UNAPPROPRIATED FUNDS OR LACK OF CERTIFIED FUNDS**

The obligation of the County of Cumberland for payment to the vendor under terms of this or successor contracts is limited to the availability of funds appropriated in the current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds by the Cumberland County Board of County Commissioners. This contract is also limited to the amount of certified available funding specified in the resolution awarding the work or contract to the successful bidder unless that amount is increased by the Board of County Commissioners as may be required from time to time. The contractor is not authorized to exceed that amount unless authorized by the Board of County Commissioners.

**47. N.J. P.L. 2005, C.271 REQUIREMENTS**

The bidder/contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**48. SPECIFICATION CHALLENGE**

Any prospective bidder who wishes to challenge an RFP specification shall file such challenge in writing with the Cumberland County Director of Purchasing no less than three (3) business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).

**49. COST LIABILITY AND ADDITIONAL COSTS**

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

**50. OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied in digital media compatible with the owner's computer operating system.

**51. PAYMENTS**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, and the fee(s) submitted in the Proposal Document.

The County may withhold all payments, or any portion thereof, should verification/clarification become necessary on any invoice and or condition of contract. All applicable report documentation must be submitted prior to payment of any invoice. Contractors, if applicable, shall be required to sign a County voucher for payment.

The County shall not be obligated to pay any fees for late submission of payments.

**53. RETAINAGE Not applicable to this RFP**

With respect to any contract entered into by a contracting unit, the total price of which exceeds \$100,000.00, pursuant to N.J.S.A. 40A:11-16.2 (section 1 of P.L. 1979, c. 464) the County shall withhold 2% of the amount due on each partial payment pending completion of the contract.

**54. CONTRACT RECORDS**

As per NJAC 17:44-2.2; Vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of 5 years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**55. RESUBMISSIONS**

In the case of Resubmissions for Bids or RFP's, bidders are cautioned to use and submit only documents of the current active bid. Prior bid documents, (original or any prior resubmission), are invalid as those opportunities no longer legally exist. Submission of any forms or documents from a prior bid or resubmission shall be reason to find your bid for the current opportunity non-responsive.

**56. LICENSING**

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of the contract, and as a condition precedent to it taking effect, the successful proposer shall provide to the County a copy of all such applicable current licenses to operate in the State of New Jersey. Applicable licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

**57. CONFLICT OF INTEREST STATEMENT**

**(Required on all Submissions)**

In accordance with 2 C.F.R. § 200.318(c)(1) and N.J.S.A. 40A:9-22.1 et seq. ("Local Government Ethics Law"), the County has adopted a Conflict-of-Interest Policy that identifies and prohibits instances where conflicts could occur. As such, any County officer, employee, or agent is restricted from participating directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. All conflicts identified for these County representatives are required to be disclosed in writing to federal, state, or other awarding agency (or pass-through entity) as well as to the individual's supervisor.

Please be advised that any firm submitting a bid, proposal, quotation, etc. is expected and required to abide by the same policy and standards. A real or apparent conflict exists when any of the following parties has a financial, or other benefitting interest in, or receives a tangible personal benefit from a firm considered for an award of a contract:

1. An employee, officer, or agent involved in the selection, award, or administration of a contract;
2. Any member of his or her immediate family;
3. His or her partner; or
4. An organization which employs or is about to employ any of these parties (including former employees, elected, or appointed members of the County for a period of one year prior).

For this reason, should a firm submitting a bid, proposal, quotation, etc. reasonably suspect that a conflict may exist, they should disclose such conflicts in detail as an attachment to their submission. Any contractors found to violate this policy shall have their contract(s) terminated and may not be eligible for future contract awards for as long as the conflict of interest continues and/or for a duration set forth in N.J.S.A. 40A:11-1 et seq.

## 52. **SOURCE OF SPECIFICATIONS/BID PACKAGES**

Official Cumberland County specifications/bid packages for goods and services are available at no cost at <http://cumberlandprocure.org>. Notices for construction bids/projects are issued on this site; there may be a charge for construction bid specification packages and drawings. All clarifications and addenda are posted on this site.

Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third-party supplier.

**The County shall not be responsible for third party supplied specifications/bid packages.**

## 53. **RUSSIA/BELARUS BUSINESS PROHIBITION P.L.2022, c.3**

**(Required on all Bids)**

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Office of Foreign Assets Control (OFAC), link provided on the form, then check off the appropriate box and complete the form.

**54. PURCHASE OF AMERICAN GOODS**

In accordance with N.J.S.A. 40A:11-18 and 2 CFR 322 for this RFP, only manufactured and farm products of the United States wherever available, and to the greatest extent practicable, shall be provided.

**55. THE WALL (NJDOL/OSEC):**

As per P.L 2019, c.366 any business whose name appears on “The Wall” (Workplace Accountability in Labor Law), maintained by the New Jersey Department of Labor, Office of Strategic Enforcement and Compliance, (OSEC), is prohibited from public contracting.

**Firms listed on this NJDOL database should not respond to this opportunity.** The County of Cumberland will check The Wall prior to awarding a contract. A found listing on the Wall shall constitute an automatic rejection.

**TECHNICAL SPECIFICATIONS FOR**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING VIRTUAL**  
**REALITY CAREER EXPLORATION SIMULATIONS**  
**(For the Cumberland Salem Cape May Workforce Development Board)**  
**RFP# 25-07 RESUBMISSION**

**1. INTRODUCTION**

This RFP is to provide the basis for a contract to be awarded, for the Services outlined herein, by the County of Cumberland by means of the Cumberland Salem Cape May Workforce Development Board, hereafter referred to as "The Board", through a fair and open process in accordance with N.J.S.A. 40A:11-4.1 et seq.

**2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS**

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Cumberland, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

The terms; Request for Proposal, RFP, Proposal, Bid, Bidder are all interchangeable within this document and are to be construed as the information for a respondent to prepare themselves to provide a response to the County.

**3. SCHEDULE**

The dates established for the procurement are:

Release of RFP	Thursday May 1, 2025
Question Deadline	Monday May 12, at 12 Noon, Prevailing Time
Proposal Due Date	Wednesday May 21, 2025 2:30 PM Prevailing Time
Governing Body Action	Tuesday June 10, 2025
Contract Commencement	July 1, 2025.

**4. PROPOSAL SUBMISSION INFORMATION**

**a. SUBMISSION DATE AND TIME:**

**Wednesday May 21, 2025; at 2:30 P.M.**  
**One (1) Original and Six (6) Copies must be submitted.**

**b. SUBMISSION OFFICE:**

Cumberland County Finance Department, Purchasing Division  
Cumberland County Administration Building  
164 West Broad Street  
Bridgeton, New Jersey 08302

- c. Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Finance Department, Budget Division, Office of the Purchasing Agent.
- d. The original proposal shall be marked to distinguish it from the Six (6) Copies.
- e. Only those RFP responses received prior to or on the submission date and time will be considered.

5. **RESPONSES**

Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

6. **INTERVIEWS**

At the County's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission. The presentation, if any, shall address only those matters specified by the County. The presentation, if any, shall not be used for negotiation of the contract.

7. **THE USER DEPARTMENT FOR THESE SERVICES IS:**

The Cumberland Salem Cape May Workforce Development Board  
3322 College Drive  
Vineland, NJ 08360

8. **COUNTY REPRESENTATIVE FOR THIS SOLICITATION**

**Please direct all questions in writing per General Instructions #26**

Cumberland County Finance Department, Purchasing Division  
County Administration Building  
164 West Broad Street  
Bridgeton, New Jersey 08302  
Attention: David C. DeWoody, Purchasing Agent

9. **INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the

owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## 10. CONTRACT TERM

The term of the contract is July 1, 2025, through December 31, 2026 (18 Months)

## 11. SCOPE OF WORK

### **VIRTUAL REALITY CAREER EXPLORATION**

#### **SECTION 1 – PROJECT BACKGROUND**

The Cumberland Salem Cape May Workforce Development Board (CSCM WDB) is dedicated to supporting high-quality workforce development services, as well as engaging programming opportunities and best practices. Through workforce development programming at American Job Centers in Cumberland Salem and Cape May County the One Stop Career Centers will be offering high-quality, low-risk and immersive virtual reality job training experiences designed to assist participants in understanding career pathways and exploration.

The Cumberland Salem Cape May Workforce Development Board is seeking pre-developed virtual reality career exploration experiences to serve up to 300 students. The experiences are offered in a virtual reality manner allowing users to experience the environment and look and feel of such careers. These experiences need to allow a student to role-play as an active participant in any given career or pathway. The selected product will be a virtual reality tool that offers experiences that act as both job/skills training as well as career exploration which allow participants to explore and learn about career opportunities in a safe, virtual environment. VR Headsets or Computers should not be included in the budget. This program will be offered in the three-county local area to include Cumberland, Salem and Cape May County.

#### **Federal Funding Disclosure**

The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$45,000. 100% of these services are financed through federal funding sources.

#### **SECTION 2 – SCOPE OF SERVICES**

##### **MINIMUM MANDATORY REQUIREMENTS:**

- Product must provide a reliable, realistic, immersive experience for the user, and locations should mimic their real-world counterparts.
- Offer National Certifications or Industry Certifications
- Experience/content must allow the user to learn skills in various career sectors, and role-play in different careers and occupations.

- Career exploration product content must be already developed and ready-made and shall not have additional development costs or time requirements. The product should be available through a VR Headset, a laptop and or desktop.
- Facilitator materials, curriculum, and laboratory manuals will be provided for each trainer in electronic and printable format.
- Any "hands-on" processes required by the students should be as close to industry practice as possible.
- A preview of the product is required prior to the award

#### REQUIREMENTS:

- Applicants MUST be on the NJDOL Eligible Training Provider List as an approved vendor to apply. This includes approval in VR Training for all listed industries in the proposal.
- Application or licenses for VR headsets and desktops pre-loaded with simulation software
- Software must include career exploration that are in demand occupations in various sectors to include but not limited to: HVAC, Plumbing, Electrical, Healthcare, Construction, etc.
- Distribution of software to site
- Training on VR Application and hardware for staff / faculty
- Hardware and Software technical support for staff and students throughout contract

#### CONTRACTOR RESPONSIBILITIES:

- Provide access to VR experiences via application download or software license
- Provide ongoing training to team on using the VR software
- Maintain quarterly communications with assigned point of contact
- Assist with troubleshooting and updating of software
- Provide information regarding their "help desk" and how available they are to respond during the workday.

### SECTION 3 – PROPOSAL CONTENT AND OUTLINE

#### **Proposal Submission Requirements**

- **Sealed Proposals:** All proposal sheets and the original forms must be executed and submitted in a sealed envelope. All proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection.
  - General Format
  - Each proposal shall include a Submission Letter which shall be signed and dated by a representative authorized to bind the Proposer.
  - Previous experience and references
  - Description of the products, spec sheets, warranty information and any additional information that will be helpful in evaluation. Product lead times and delivery schedule.
  - References
  - Required Appendix
  - Cost not to exceed \$45,000

- We are requesting information on a per unit cost along with any additional training, support, annual fees, etc. (Attachment A – Budget Template)

- **Contract Term:** 18 months

Proposals must not be more than the equivalent of 20 single-sided 8 ½ by 11-inch pages in length (not counting the front and back covers of the proposal, section dividers that contain no information). The font size should be no smaller than 12 pt.

## SECTION 4 – PROPOSAL EVALUATION

### **Cumberland Salem Cape May Workforce Development Board Workforce Innovation and Opportunity Act – Adult Literacy Innovation Grant VIRTUAL REALITY CAREER EXPLORATION SIMULATIONS**

The following criteria will be used in evaluating the proposals (A score of 70 or higher will be eligible for the award):

1. **Quality of simulation:** The products must provide realistic, immersive experience for the user. Tools, equipment, and locations should mimic their real-world counterparts. – 20 points
2. **Quality of content:** the VR content should reflect existing workforce programs and be exploratory in nature, as well as focus on job training/skill building – 15 points
3. **List of National Certifications and Industry Certifications:** – 15 points
4. **Eligible Training Provider List:** – 10 points
5. **Readiness of product:** pre-made career exploration products that do not have additional development costs or time requirements. – 10 points
6. **Troubleshooting and Support:** must have active and attentive help desks to assist in the troubleshooting of any application issues. Vendors will be evaluated on troubleshooting services provided and hours of service availability. – 10 points
7. **Cost:** – 20 points

## **12. EVALUATION PROCESS**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. Refer to the Proposal Evaluation data above.

**Attachment A – Budget Template**  
**Virtual Reality Career Exploration**  
**To Serve up to 300 Students**

Cost Category	Total Cost
Learning Software (per license if applicable)	\$45,000 or \$300 per license for 18 months
Training/Support	Included in subscription fee
Testing Fees	N/A
Other – (Explain)	N/A
<b>TOTAL:</b>	\$45,000



EXHIBIT Q

County of Cumberland CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with the County for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Blank lines for detailed description of activity.

(Attach Additional Sheets If Necessary.)

Signed by: Billie Snow
Signature of Vendor's Authorized Representative
Billie Snow - Sr. Director of Corporate Governance
Print Name and Title of Vendor's Authorized Representative
Interplay Learning
Vendor's Name
1717 W 6th Street, #405
Vendor's Address (Street Address)
Austin, TX 78703
Vendor's Address (City/State/Zip Code)

5/16/2025
Date
84-1754968
Vendor's FEIN
855-980-2525
Vendor's Phone Number
Vendor's Fax Number
info@interplaylearning.com
Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Form W-9 (Rev. 10-2018) **falsifying information.** Willfully falsifying information may subject you to criminal penalties including fines and/or imprisonment.

**Criminal penalty for falsification.** If the requester discloses or uses TINs in violation of the law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Line 1**

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**EXHIBIT R**  
**COUNTY OF CUMBERLAND (NJ) RIDER FOR PURCHASES FUNDED, IN WHOLE  
OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

**I. PROCUREMENT OF RECOVERED MATERIALS**

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A Designated items are those set forth in 40 CFR 247 subpart 8, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
  2. Certain vehicular products as listed in 40 CFR 247.11;
  3. Certain construction products listed in 40 C.F.R. 247.12;
  4. Certain transportation products listed in 40 C.F.R. 247.13;
  5. Certain park and recreation products, 40 C.F.R. 247.14;
  6. Certain landscaping products listed in 40 C.F.R. 247.15;
  7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
  8. Other miscellaneous products listed in 40 C.F.R. 247.17.

8 As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
  - a. Postconsumer materials such as -
    - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
    - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
  - b. Manufacturing, forest residues, and other wastes such as -
    - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
    - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
    - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
    - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
    - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information,
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

## EXHIBIT R

rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **VI. CLEAN AIR ACT, 42 U.S.C. 7401-7671q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## EXHIBIT R

### APPENDIX II TO PART 200 8/25/21

**IX. Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41.U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**X. All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**XI. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**XII. § 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**XIII. §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

**XIV. Copeland Anti-Kickback Provision 40 U.S.C. 3145**

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**This Rider consists of (3) Pages and (14) Articles and is hereby incorporated into any issued Purchase Order or Contract as applicable by title of this document.**



## LOBBYING CERTIFICATION

**Required\*\* (An authorized representative of the applicant must sign and submit this certification.)**

The undersigned applicant certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)
- (3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)–(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

(The Applicant) Interplay Learning certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

**Signature of Applicant's Authorized Representative:** \_\_\_\_\_

DocuSigned by:

*Doug Donovan*

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**SIGN HERE**

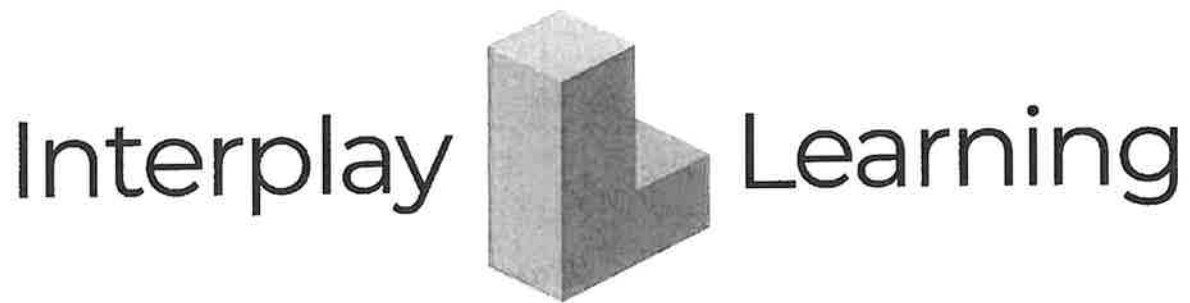
**Print Name of Applicant's Authorized Representative:** \_\_\_\_\_

Interplay Learning

**Title of Applicant's Authorized Representative:** CEO

**Date** 5/13/2025

Official Response to RFP # 25-07  
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR  
PROVIDING VIRTUAL REALITY CAREER EXPLORATION  
SIMULATIONS



**Interplay Learning**

1717 W 6th St #405,

Austin, TX 78703

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# Executive Summary

Interplay Learning is proud to submit this proposal in response to RFP #25-07, leveraging our decade-long expertise in immersive learning solutions to empower workforce development programs with best-in-class VR training. Our SkillMill platform offers a comprehensive and interactive VR experience tailored to career exploration, job training, and skills development. By combining 3D simulations, expert-led training, and real-world scenarios, our solution enables learners to gain hands-on experience in a safe, controlled environment. Because our product is used by employers across the United States, our VR training simulations adhere closely to industry practice and occur in simulated environments that closely mimic their real-world counterparts.

## Our Solution

Interplay Learning proposes to provide 100 SkillMill licenses over an 18-month period to CSCM Workforce Development Board. Each license grants learners access to:

- **VR Career Exploration Modules** – Videos and hands-on simulations allowing users to explore different trades and industry roles.
- **Skills Training Library** – A robust curriculum spanning **12 industries and 500+ hours of technical and soft skills training** endorsed by NATE, IACET, and the U.S. Department of Labor (DOL). All content is ready-made and does not require additional time or development costs. We are also approved for the ETPL in New Jersey.
- **Instructor and Administrator Training** – Comprehensive onboarding and implementation services, including live instructor training and custom learning pathway setup.
- **Ongoing Support and Success Management** – Dedicated account management with quarterly touch points, custom reporting, and live technical support for administrators and learners, as well as access to online help center guides that can be easily printed for offline reference.

By adopting Interplay Learning's VR Career Exploration solution, CSCM Workforce Development Board will gain access to an innovative, scalable training platform that enhances workforce readiness and career pathway engagement. Our solution provides **cost-effective, engaging career exploration and job training** that supports a wide range of trade careers, ensuring alignment with local industry demands, along with comprehensive customer service and technical support to promote program success.

# Company Overview

For over a decade, Interplay Learning's singular focus has been using point-of-view, 3D simulations to train students and professionals in the skilled trades. Our training platform combines virtual reality, 3D simulations, and interactive learning to prepare employees for real-world scenarios in a safe, controlled environment.

Workforce development organizations and educational institutions nationwide are using Interplay Learning simulations to revolutionize training and career development. Using Interplay Learning, organizations have launched online and hybrid training programs, promoted training for Spanish speakers, and increased learner engagement and hands-on learning hours. Our content includes material designed for all learner levels, from career exploration to continuing education for advanced technicians. Finally, every Interplay Learning license is backed by an experienced team of professionals including customer success, implementation specialists, and technical support staff. All told, our core competency is combining best-in-class simulations with in-depth, rigorous content and unbeatable customer support.

## Technical Capabilities

Interplay Learning possesses some of the leading technical capabilities in the industry, ranging from our expert-led content to our hands-on simulations to our expert customer support team. Our goal is to provide an exemplary customer experience for everyone at an organization—from learners to instructors to program administrators. Interplay Learning does not provide physical hardware such as virtual reality headsets. Some of our core competencies include:

- **Hands-On Career Exploration** - The Interplay Learning catalog includes learning content for a variety of trades careers, including HVAC, Plumbing, Electrical, Construction, Clean Energy, Building Maintenance, Solar, Appliance Service, and Multi-Family Facilities Maintenance. Each career exploration module includes video overviews led by industry experts as well as simulations that allow learners to role-play as active participants in each available career pathway.
- **Advanced Training Content** - Interplay's SkillMill catalog also includes content for every level of learner from beginner to advanced. **Our comprehensive course catalog includes 500+ hours of course content and hundreds of interactive training scenarios.** Because of this, Interplay can provide both career exploration and job/skills training, allowing participants to explore and learn about career opportunities in a safe, virtual environment.

- Dedicated Support** - SkillMill access comes with numerous support resources for learners, instructors, and organizational administrators. Following contract signature, organizations receive dedicated implementation services that include white-label setup, live administrator and instructor training, and custom learning pathway set up. After implementation, organizations receive a dedicated Account Manager who collaborates with administrators on program success through flexible reporting set up, usage monitoring, and thought-partnership. Organizations and their learners also have access to live technical support during regular business hours via phone, email, and online chat for the duration of the contract.



## Past Organizational Experience

Interplay has successfully partnered with a diverse array of workforce boards, community based organizations, community colleges and technical schools, unions and trade associations, government agencies, and public utilities. Interplay's current customers include Southern California Edison, Pacific Northwest National Laboratory, University of Buffalo, Home Builder's Institute, Youth Build Charter Schools of California, Morgan County Economic Development Corporation, and Western Electrical Contractors Association. Our partnerships within the workforce system have led us to collaborate with boards in Michigan, Massachusetts, Kansas, and other states. Current customers include Detroit Employment Solutions Corporation, MassHire Central Region Workforce Board, and Southeast KansasWorks. References and contact information are available on Exhibit J, Request for References form.

## Scope of Work

Interplay Learning proposes to provide 100 SkillMill licenses over 18 months to provide immersive virtual reality career exploration and skills training. SkillMill access includes full implementation, customer success, and technical support for the duration of the contract term.

Our scope of work will include the **delivery of services in three key areas: virtual reality career exploration, virtual reality skills training, and comprehensive instructor training and customer support.**

### Career Exploration

Interplay Learning's content catalog includes virtual reality career exploration experiences geared towards the skilled trades, HVAC, Plumbing, Electrical, Construction, Clean Energy, Building Maintenance, Solar, Appliance Service, and Multi-Family Facilities Maintenance.

Through these modules, learners can not only learn about the industry, but experience the on-the-job environment by completing commonly required tasks such as service calls and trouble-shooting via low-risk virtual reality scenarios.

### Skills Training

One of Interplay's key differentiators is the depth and rigor of our content library. Through SkillMill, users can access a wide range of expert-led 3D and VR simulation-based courses ranging from foundational basics to advanced scenarios. Life-like replicas of equipment and on-the-job scenarios allow users to develop an understanding of available opportunities in the trades and job-relevant skills coupled with technical competencies needed for on-the-job success. In fact, **our courses are so comprehensive that they are endorsed by the NATE and IACET as continuing education units and approved by the DOL as Related Technical Instruction hours.**

The SkillMill course catalog includes 500+ hours of content and hundreds of training scenarios across various trades including HVAC, Plumbing, Electrical, Clean Energy, and more. Additionally, our course catalog includes courses on soft-skills essential to workplace readiness.

### Instructor Training and Customer Support

Interplay Learning works as a partner to ensure delivery and ongoing success of learning content to administrators, instructors, and learners. Our onboarding process

is directed, strategic, and process-oriented. Expert implementation managers follow scalable plan capable of supporting organizations of all sizes. Implementation typically lasts six to eight weeks and consists of technical setup, learner enrollment, and dedicated, online training for administrators and instructors..

Once technical implementation is complete, administrators will receive additional support, training, and collaboration from a dedicated Customer Success Account Manager, who will remain a constant point of contact across the 18-month contract. Interplay Learning also provides technical support to all customers via phone, online chat, email, and remote desktop assistance.

## Hardware Requirements

Interplay Learning simulations are designed to run anywhere, anytime, on any device. Our goal is to make our training content as accessible and cost effective as possible. In our experience, purchasing equipment such as VR headsets or computers directly from manufacturers is more cost-effective for our customers and ultimately provides a better ROI.

Consequently, our recommendation is that customers purchase preferred devices directly from a recommended manufacturer, cutting out the middleman and lowering hardware costs associated with the project.

For device specifications as well as suggested devices and manufacturers, please refer to the supporting documentation included at the end of this proposal.

## Delivery Schedule

Product implementation can begin upon contract signature pending the availability of key customer staff members. Implementation typically takes six to eight weeks, depending on factors such as customer availability and readiness, and includes activities such as white label set up, administrator and instructor training,, and learner enrollment.

**Following the six to eight week implementation phase, learners and instructors with an Interplay account can begin using SkillMill at their convenience.** Interplay Learning will include complementary continued technical support and customer success support for the entire duration of the 18 months partnership. Typical customer success support includes customized reporting, quarterly meetings with a dedicated account manager, and ongoing collaboration for program success. Technical support includes access to a live customer support team Monday through Friday from 10 AM to 8 PM eastern time.

## Price

Interplay Learning proposes an **18-month subscription including 100 SkillMill licenses**, white label creation, and dedicated implementation, customer success, and technical support for **a total price of \$45,000, or an annual cost of \$300 per license**.

## Supporting Materials

Included below are several documents intended to support our proposal:

- Device Specifications and Suggested Manufacturers
- Information Sheets, including Onboarding Timeline
- Case Studies

Additional materials and clarifications are available upon request. Please contact Sarah Freyman at [sarah.freyman@interplaylearning.com](mailto:sarah.freyman@interplaylearning.com).

## Device Specifications and Suggested Manufacturers

### What are the device requirements for simulations?

Simulations are available through a browser, or tablet App. The courses can be paired with virtual reality equipment for a fully immersive training experience.

### Browser and Computer Requirements

- 64-bit operating system required- simulations run on most modern 64-bit browsers, including Google Chrome, Firefox, and Safari. Microsoft Edge or Internet Explorer are not supported. Apple/Macs work in this mode ONLY.
- 8GB of RAM is recommended, though the simulations may load on a machine with 4GB of RAM. They will not load on a machine with less than 4GB of RAM.
- Most Intel i3, i5, or i7 processors should be sufficient. Machines with Pentium, Atom, and Celeron processors are sometimes not powerful enough for the simulations, so results may vary.
- You should have an internet connection speed of at least 15mbps.

### Tablet Requirements

Note that simulations will not run in a browser on tablet or VR devices. To run our simulations on an iPad, Android tablet, or VR headset, you will need to use the SkillMill or Interplay Learning Player app.

- Android - at least a 2018 or newer. You can find the app [here](#).
- IPAD - at least a 2015 or newer (iPad Air 2 or newer). You can find the app [here](#).

### **Suggested VR Headsets**

#### **Meta Quest 2 and Meta Quest 3**

- Meta Quest 2 is our top pick for a standalone headset, boasting high-resolution visuals, lightweight design, and impressive performance at an affordable price point.
- Meta Quest 3/3S offers upgraded performance with enhanced resolution, improved color accuracy, advanced passthrough technology, and a more comfortable design.

#### **Pico Neo 3**

- This standalone VR headset features a high-resolution display and powerful processing capabilities. It strikes a great balance between performance and affordability, known for its comfortable fit and expansive field of view.

#### **Vive Focus 3**

- Standalone VR headset offering a 5K resolution, 120° field of view, and 90Hz refresh rate for crisp and immersive visuals. Its enterprise-focused design features inside-out tracking, swappable batteries, ergonomic comfort, wireless streaming, and integrated spatial audio.

**Note:** Interplay Learning is compatible with some HTC and other Windows Mixed Reality headsets such as the HTC Vive Focus 3 and Cosmos Elite, but Windows Mixed Reality is no longer available to users as Windows Mixed Reality has been announced as deprecated - We cannot guarantee a WMR device will work with Interplay Learning

### **Recommended VR Accessories**

Here are some of the accessories we recommend for enhancing your VR setup:

### **Silicon Face Cover**

Compatible with:

- Meta Quest 2
- Oculus Rift S

Benefits: Provides a comfortable barrier between your face and the headset, making it easier to clean and reducing wear on the original foam padding.

### **Silicon Controller Grip Cover**

Compatible with:

- Meta Quest 2 - controllers & headset combo
- Oculus Rift S controllers

Benefits: Adds extra grip and protection to your controllers, helping to keep them clean and extending their lifespan.

### **Fiber Lens Cleaning Cloth**

Benefits: Keeps your lenses clean and free from dust and smudges. For best results, pair with a lens-safe spray to avoid damaging the lenses.

### **Battery Pack**

Benefits: Ensures you always have power on hand for your controllers. Ideal for extended play sessions and when traveling.

### **Oculus Holding Station**

Benefits: Perfect for organizing multiple headsets and controllers. It's especially useful for VR checkout systems and maintaining an organized VR space.

# The Benefits of Simulations and Virtual Reality in Job-Readiness Programs

## Benefits for Participants

- ✓ Participants gain confidence and skills before working on real equipment
- ✓ Life-like troubleshooting promotes critical thinking
- ✓ Safe, structured environment to make mistakes
- ✓ Participants receive real-time feedback as they practice in virtual environments
- ✓ Competitive and game-like for increased engagement

## Benefits for Staff

- ✓ Auto-graded assessments pinpoint struggling participants earlier
- ✓ Pre-built curriculum from experts that Interplay helps map to your standards
- ✓ Higher participant engagement via game-like, online activities
- ✓ Flexibility to create custom content all in one place
- ✓ Implementation and onboarding support

## Benefits for Programs

- ✓ Reduced equipment and material costs
- ✓ Access to a broad range of equipment and learning scenarios
- ✓ Potential increase in program participation due to greater flexibility
- ✓ Space savings
- ✓ Preparedness for any training scenario – remote or hybrid
- ✓ Out-of-the-box style program with Interplay Academy

## Results Interplay Customers Are Seeing

*"[Interplay] brings our insurance down to about 60% because students know how to work on electrical, plumbing, and HVAC without actually coming to our office and working on live stuff without any knowledge."*

**John Chapman,**  
CEO JASA Inc.

*"We get more effective learning done in less time, and we're also seeing less wear and tear on our equipment."*

**Edward York,**  
Director of TCI

*"Members who actively engage with Interplay consistently demonstrate a deeper understanding of the material, and we've seen a significant increase in pass rates for the licensing exam."*

**Dave Hawkins,**  
Training Director at  
IUOE Local Union 94

*100% of program graduates have gone to work in the trades. 75-80% have started their own trade business.*

**Carlos Cotto,**  
Director of Centro  
Educativo Latino

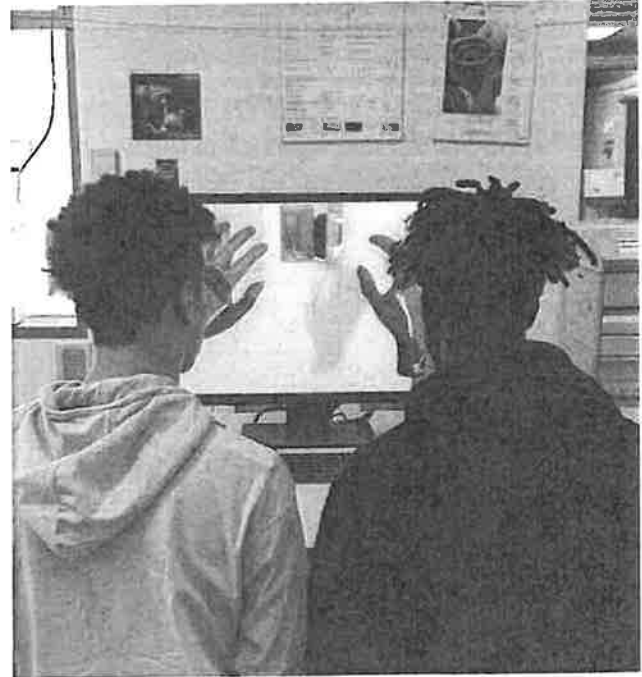
## Supplement Lab Practice With Hands-On Simulations for the Construction Trades

Working with live equipment is a key part in any aspiring technician's education, but the leap from theory to practice can be a big one for many learners. The solution? Bridge the gap with virtual, 3D simulations.

Practicing in a virtual, hands-on environment provides a safe stepping stone for learners to go from theory to being ready to practice on actual equipment. In fact, one recent study showed that learners felt 275% more confident in applying skills after training with virtual reality.

Simulations also allow students to practice anytime, anywhere. If a student needs to revisit a skill, they can virtually practice outside of the lab. Also, during lab time, students can rotate between virtual and live practice to ensure everyone gets to be hands-on.

Adding simulations to your program's curriculum does not replace practicing on live equipment. Instead, it prepares learners to be safer and more engaged during lab time and helps you save on costs like consumables.



### What Learners Say

*"The hands-on simulations are really helpful. They are really detailed and they help you walk through the steps of troubleshooting. It definitely makes you more prepared for working on real equipment because it lets you know if you are doing something wrong, if you touch live wires or something like that."*

Colton Key,  
Student at Lamar  
Institute of Technology

### What Leaders Say

*"Quite frankly, we fell in love with Interplay. [Our instructors] were able to assign different modules without the expense of using a lot of our consumables and without the wear and tear of our equipment. So the students got valuable experience and then when we were able to pull them and put them on live equipment they were able to perform at a much higher level."*

Michael McDermott,  
Administrative Director  
at ICTC

### What Instructors Say

*"While virtual simulations can't entirely replace physical work, they serve as an excellent scaffold, bridging the gap between classroom learning and real-world application. As we continue to innovate, I am confident that our students will be better prepared for successful careers in the HVAC-R industry."*

Trevor Geisz,  
HVAC-R Instructor  
at Mercer County

## Interplay Learning Customer Onboarding Timelines

### SkillMill

- Standard technical set up and onboarding can happen within a week
- Additional time may be required for:
  - Curriculum mapping
  - White label creation
  - Custom catalogs and/or content

### SCORM/LTI

- Standard technical set up and onboarding typically requires 4-6 weeks
  - The onboarding timeline for curriculum mapping is around 6-8 weeks
- Additional time may be required for:
  - Coordination with your LMS administrator and/or Curriculum Management Team
  - Security reviews and/or other paperwork

### Interplay Academy

- Standard technical set up and onboarding usually takes 1-2 weeks
  - White label and/or custom Academy paths, require 2-4 weeks
- Additional time may be required for:
  - Extensive custom Academy pathways
  - Identifying learners for the program\*

\*It is your responsibility to handle program recruitment. The most successful programs have identified cohorts or a robust pipeline established before purchase.

## Onboarding Considerations and Next Steps

### Dedicated Customer Success Team

Your Implementation Manager will help you onboard by doing the following:

- Orient you to the platform by hosting onboarding sessions for admins and learners.
- Help you upload your learners and/or support as you integrate with your existing tools.

Your Account Manager will provide continued support by doing the following:

- Partner with you on overall strategy by offering best practices, advice, and consultations.
- Ensure that you are using the product effectively and achieving desired outcomes
- Provide support and guidance to program administrators.

### How To Prepare For Onboarding

Here are some things you can start doing now to set yourself up for a successful onboarding:

- Identify colleagues that might need to be involved during implementation and bring them into the conversation about Interplay early on. This might include: LMS administrators to set up LTI, IT staff to test devices, and other staff members who will assist with the Interplay program and user management.
- Ensure these colleagues are available to do training during the weeks leading up to your targeted launch date.
- Understand what additional paperwork and processes need to be completed on your end before launch.

## Modernizing HVAC-R Education at Mercer County: Blending Tradition with Technology



**Trevor Geisz**  
HVAC-R Instructor  
Mercer County  
Technical Schools

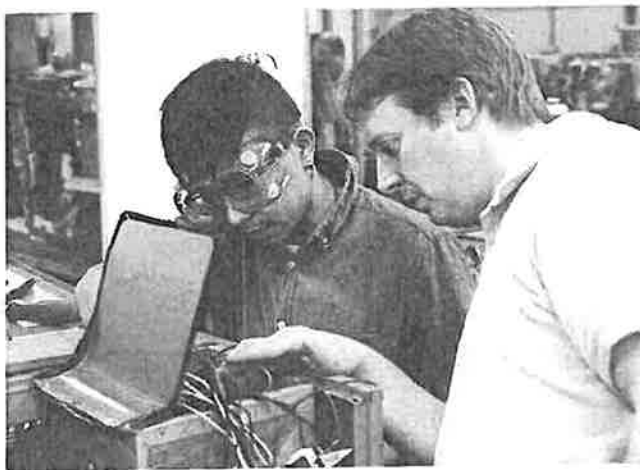


Trevor Geisz is an award-winning HVAC-R instructor at Mercer County Technical Schools in Trenton, New Jersey. His innovative approach to education, fueled by cutting-edge technology, has transformed how his 11th—and 12th-grade students prepare for successful careers in the field.

### A Natural Fit: Transitioning to HVAC-R Education at Mercer County

My journey to becoming an HVAC-R educator took a winding road. From college to the military, sales, and then trade school, I eventually landed in the HVAC-R industry. It was there that I discovered a passion for hands-on jobs and teaching.

Guiding new hires through the ins and outs of HVAC-R was a highlight of my time in the field, so when the opportunity to teach HVAC-R at Mercer County came up, it felt like a natural fit. Drawing on my varied business experiences, I aimed to bring a global approach to our program—one that was practical, modern, engaging, and industry-validated so I could effectively prepare students for successful trade careers.



### Discovering Interplay: A Game-Changer for HVAC-R Education

I once had a million-dollar idea to create an HVAC-R training video game. But after some brief Googling, I was amazed to discover that Interplay had already beaten me to the punch.

This realization caused a shift in my teaching methodologies, motivating me to reimagine Mercer's two-year HVAC-R program for high school juniors and seniors. Interplay allows students to learn at their own pace, engage in interactive simulations, and apply what they've learned in a virtual setting before moving to the shop floor. The platform embodied the modern, effective approach to HVAC-R education I had envisioned, supporting me as I ushered in a new era of innovation and engagement in the classroom.

### The Structure of Our HVAC-R Program: A Day in the Life of a Student

Our HVAC-R program at Mercer County Technical Schools is designed to give students a comprehensive education that blends theory with hands-on experience. In the first year, Juniors focus on learning the fundamentals of HVAC-R systems. They become OSHA 10 certified and start working on residential and commercial equipment in our expansive shop.

Juniors spend their first year honing their installation skills, working in groups on central air conditioning systems. They follow step-by-step projects that build on each other, starting with copper tubing and electrical projects, moving on to installing complete central air conditioning and heating systems, and then evaluating, troubleshooting, and repairing the systems they installed.

This hands-on approach is complemented by Interplay's simulations, which provide a lab preview and practice of each task in a risk-free environment.

## RESOURCE:

Modernizing HVAC-R Education at Mercer County: Blending Tradition with Technology



Seniors delve into more advanced topics such as heat pumps, sheet metal work, gas piping, hydronics, and refrigeration. Their curriculum includes extensive preparation for the EPA 608 certification, using the official study guide bolstered by Interplay's video courses and practice tests.

The second year also offers the option to gain field experience through the Work-Based Learning (WBL) program, where students can work in the field while completing their coursework. This combination of classroom learning, hands-on practice, and real-world experience ensures our students are well-prepared for their careers in the HVAC-R industry.

### Enhancing Student Learning

One of the biggest challenges in teaching HVAC-R is helping students overcome their fear of making mistakes. No matter how often I assure them that errors are part of the learning process, there's still a significant hesitation. Interplay addresses this by allowing students to practice in a virtual environment where mistakes have no real-world consequences. This boosts their confidence and helps them learn more effectively.

Integrating virtual reality into our program has been a game-changer. While simulations can't entirely replace hands-on work, they sure do make for a smooth transition. Why would we not use VR when it lets you troubleshoot systems like the real deal?

Recently, we've streamlined things with a centralized setup using tablets and wireless VR headsets. Students can dive into Interplay without being tethered to laptops or dealing with tangled cords. They're free to roam, whether in the classroom or the shop. And since we've introduced Interplay, the information sticks with them more readily.

### Our Secret Sauce: The Craft Advisory Panel

One key element of our program's success is our Craft Advisory Panel. The panel is made up of a group of dedicated HVAC-R industry professionals, school administrators, support staff, parents, and students who provide invaluable insights and support.

We meet twice a year to discuss the latest industry trends, gather feedback on our curriculum, and identify market needs. This collaboration ensures that our program remains relevant and up-to-date, equipping students with the skills that employers are looking for.

Their involvement bridges the gap between education and industry, creating a robust support network that benefits our program and the future HVAC-R workforce. And wouldn't you know, some panel members have even mentioned seeing virtual reality software used by training facilities in the industry!



**RESOURCE:**

Modernizing HVAC-R Education at Mercer County: Blending Tradition with Technology



## Streamlining Instruction and Improving Outcomes

From an instructional perspective, Interplay has significantly streamlined my teaching process. The platform allows students to work independently, freeing me to provide targeted support where needed. I can monitor their progress through detailed reports, which helps me identify areas where they might struggle and offer additional assistance.

Interplay's grading system is another major benefit. It saves me time on assessments, allowing me to focus more on enhancing the program and engaging with students. The ability to track each student's progress and performance means I can offer more personalized feedback, improving their learning experience.

## Success Stories: Seeing the Impact

One of our standout graduate students, Manuel Abzun, exemplifies our program's success and Interplay's impact. Manny excelled both in the classroom and field, winning the Local SkillsUSA Competition, the Malco Tools Head of Class Award, and earning his EPA 608 Universal Certification. He also began working with a local HVAC-R company through the Work-Based Learning program during his Senior year of high school and frequently used Interplay to review concepts and practice simulations, significantly enhancing his learning experience.

Manny's dedication and hard work have earned him praise from his employer, and he has continued to excel in the field earning him an offer for continued full-time employment upon graduation! His story is a testament to the effectiveness of combining traditional hands-on training with innovative digital tools like Interplay.

**Schedule Time with a  
Training Expert to Learn More.**

Contact: [sales@interplaylearning.com](mailto:sales@interplaylearning.com)

## Pre-Apprenticeships - The Future of HVAC-R Education

As we continue to develop our program, I'm excited about the possibilities that Interplay will bring. We're currently finalizing a Department of Labor-approved pre-apprenticeship program that incorporates Interplay's hours as a key component, generating even more value for our program.

Integrating Interplay into our HVAC-R program has transformed how I teach and how my students learn. It provides a dynamic, interactive learning environment that enhances understanding, boosts confidence, and improves retention.

While virtual simulations can't entirely replace physical work, they serve as an excellent scaffold, bridging the gap between classroom learning and real-world application. As we continue to innovate, I am confident that our students will be better prepared for successful careers in the HVAC-R industry.



## 100% of Latino Graduates Start Trades Careers with Centro Educativo Latino's Workforce Development Program

### Key Successes:

- Launched the nation's first comprehensive North American Technician Excellence (NATE) HVAC certification hybrid program in Spanish
- Reached 99% program graduation rate
- Achieved a 100% NATE Core certification and state EPA certification attainment rate among graduated students.
- Reduced student enrollment fees to 3% of comparative state-funded programs
- Supported 100% of graduates in joining the trades workforce, with 75-80% becoming entrepreneurs

### About Centro Educativo Latino

The Centro Educativo Latino (CEL) workforce development program at Lenoir Community College (LCC) is a pivotal resource for the Spanish-speaking community, offering leading technical education in Spanish. With a mission to bridge equity gaps and empower Hispanic individuals with rewarding, well-paying careers, the program provides Spanish-language courses in fields like HVAC, welding, and auto-mechanics. This initiative underscores Lenoir Community College's dedication to inclusivity, creating educational and economic opportunities for diverse student populations.

# LENOIR

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## COMMUNITY COLLEGE

### Training Goals:

- Scale and expand trades education access for the Spanish-speaking Latino community with online and supplemental hands-on training options.
- Provide Spanish-language credentialing prep for NATE, EPA, and other employability certifications in service, installation, and electrical.
- Modernize and enhance the community's learning experiences with safe, cutting-edge technology like 3D training simulations and VR.
- Offer flexible and affordable learning formats for those working full-time and/or who have familial responsibilities.

### Summary

- Centro Educativo Latino at LCC offers the first NATE HVAC associate certification program in Spanish.
- CEL provides an affordable and flexible hybrid model of HVAC instruction, blending Interplay's online courses and in-person instruction.
- Interplay's trades training integrates video courses, hands-on 3D simulations, and VR training in Spanish, enhancing program engagement, safety, and accessibility to non-English speakers.
- Employing a sliding-scale pricing model and scholarships for financial accessibility, the popular in-person weekend classes cater to students from 29 counties and attract out-of-staters working full-time.

## CASE STUDY:

100% of Latino Grads Start Trades Careers With Centro Educativo Latino's Workforce Development Program



### A College Within a College

Since its inception in 2010, Centro Educativo Latino at LCC has become a cornerstone for the Hispanic community, offering over 70 Spanish-language workforce development courses in high-demand trades.

Carlos Cotto, the Director of Centro Educativo Latino and LCC's Associate Dean of Workforce Development and Latino Programs began his mission to help more Latinos feel welcomed at the college, turning access into more economic opportunities in the state.

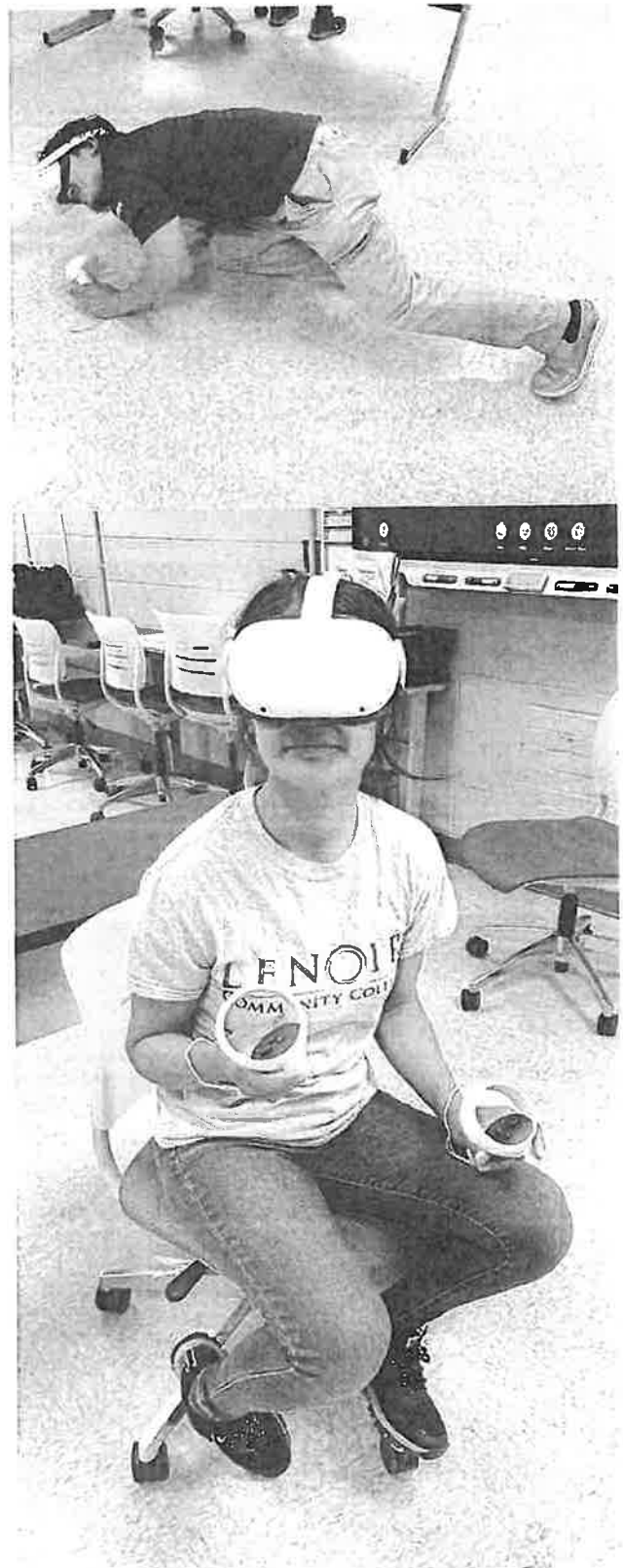
*"It's sad to say, but the Latino population has never had access to a good, higher education. They were offered English as a second language or Windows 98, and they never came on campus—they'd be taught at churches, libraries, or a little trailer on the side of the college campus. My intention with CEL was to create a college within a college welcoming the underserved population in their native language."*

### A One-of-a-Kind HVAC Program

Centro Educativo Latino offers the nation's first NATE HVAC certification program in Spanish.

The integration of Interplay's trades training has elevated the impact of its 200+ hour associate degree program, incorporating online courses and the latest in 3D simulation and VR training technology, presented entirely in Spanish. This marks a tide change in technical education, bridging the gap between theory and practice with innovative opportunities once typically reserved for English-led trade programs.

*"This partnership with Interplay Learning is a significant step forward in providing our students with courses that reinforce NATE and offer the best cutting-edge 3D simulation and VR training in their native language. This comprehensive education ensures they are industry-certified and just as prepared for the demands of rewarding careers and entrepreneurship as their Anglo peers."*





## A Model for Equitable Education

Centro Educativo Latino extends its commitment beyond linguistic accessibility by providing an affordable and flexible hybrid model of HVAC instruction, blending Interplay's online coursework and in-person labs.

The program addresses the needs of parents and individuals working full-time by offering four hands-on weekend classes, serving approximately 120 students. A sliding-scale pricing model, supported by generous scholarships like Train the East, ensures that education remains financially accessible, reducing student fees to about 3% of comparative state-funded programs. The in-demand program reaches 29 surrounding counties, with its popularity drawing students who travel from out-of-state to participate in the always-full program. Cotto breaks down the costs,

*"Our HVAC program adds up to about 240 hours of online and in-person instruction and costs about 3% of the cost of similar state-funded programs. We provide all tools and materials at no extra cost, plus access to college, state, and NATE certifications, ensuring comprehensive value for our students."*

Along with its catalog of online courses, the VR training provided by Interplay is also available to students through the school's VR headsets, which they cast onto screens during weekend labs, creating a field-like virtual reality environment that enhances safety, engagement and hands-on learning experiences. This dynamic approach puts theory into practice, addressing language barriers and caters to diverse learning styles.

88% of students willingly drive up to 2.5 hours for this program, underlining the dedication and enthusiasm for this valuable educational opportunity. Additionally, the hybrid instructional model has acted as supplemental support for program instructors, enabling their main HVAC instructor, Henry Perez, to expand his mentorship and impact to more students. This past year, Perez received an award for one of HVAC Excellence's top 25 Most Influential Instructors for 2024.

## Program Outcomes:

### Steady Enrollment

The popular program has continued to attract students from surrounding counties and out of state, with enrollment holding steady at 30 students per class. With four classes per weekend, the program averages about 120 students per semester.

### Industry-Certified Graduates

99% of students graduate from the program, with 100% obtaining their NATE Core Certification and state EPA, along with various Interplay certifications across HVAC, plumbing, and electrical, enhancing their employability and career prospects.

*"When students show up to local employers with three community college certificates, NATE, the State EPA certification, and a portfolio of about 34 Interplay HVAC certificates, the employer says to us, 'We need more of these people.' So we stay well-connected and funnel our students into the workforce when they meet employers' qualifications."*



**Carlos Cotto**

Director of Centro Educativo Latino and LCC's Associate Dean of Workforce Development and Latino Programs

**CASE STUDY:**

100% of Latino Grads Start Trades Careers With Centro Educativo Latino's Workforce Development Program



**Strategic Partnerships and Entrepreneurship**

The program has established strong relationships with local employers who value the skills and certifications of Centro Educativo Latino graduates, leading to 100% of grads going on to work in the trades. Cotto is particularly proud to share the story of two young women who recently completed the program with honors and are now enjoying a better socioeconomic standard of living, boasting newly attained annual salaries starting at \$62,000 a year.

Cotto also weaves in classes in entrepreneurship to prepare students to start their own trade businesses, which 75-80% of students completing the program have gone on to do.

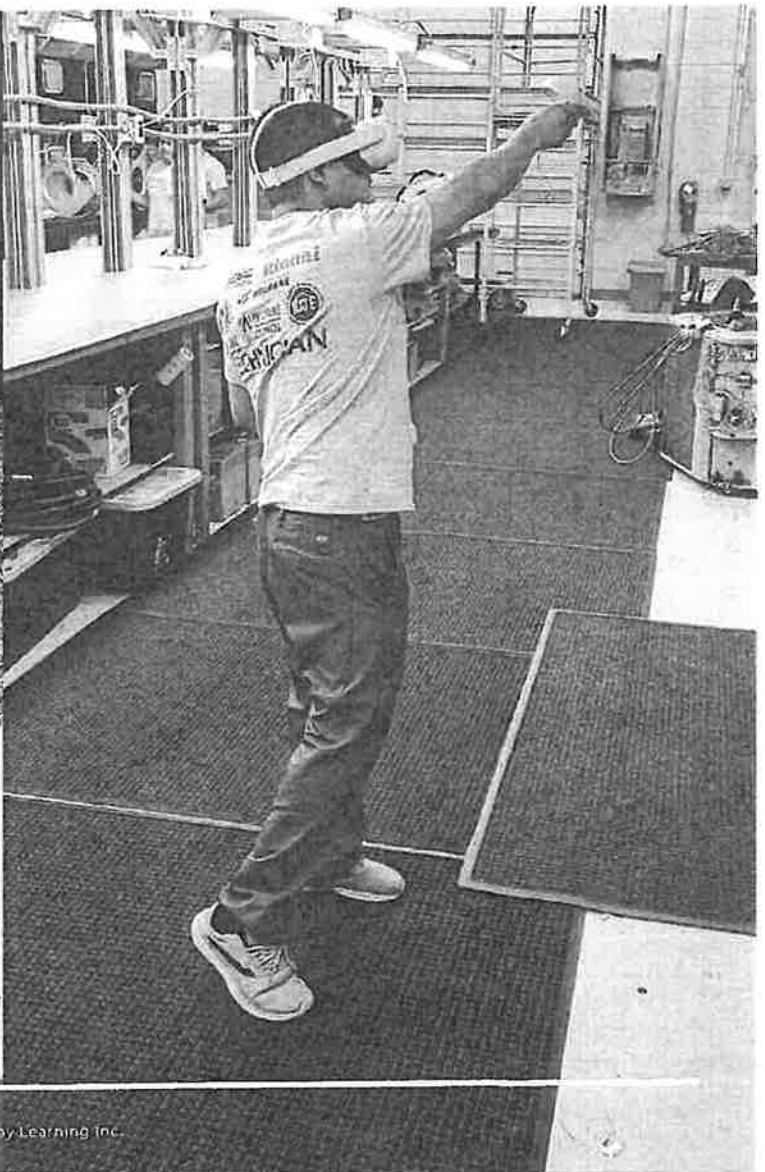
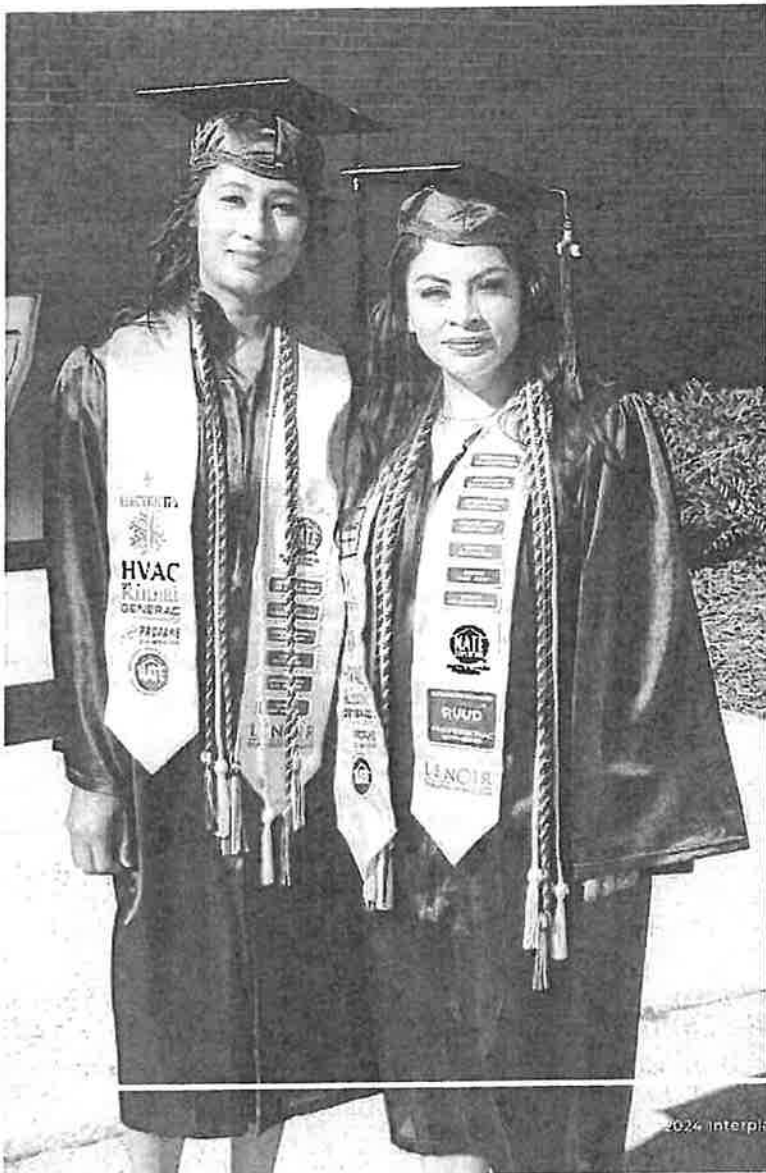
**Summary**

The collaboration between LCC and Interplay Learning empowers more individuals within the Latino community to access and excel in trades education. Not only is the program opening doors to new economic opportunities, but it's fostering a more skilled and diverse workforce.

*Schedule time with a training expert to learn more*

**Contact: [sales@interplaylearning.com](mailto:sales@interplaylearning.com)**

*Existing customers please contact: [customersuccess@interplaylearning.com](mailto:customersuccess@interplaylearning.com)*





WORKFORCE  
DEVELOPMENT BOARD

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CUMBERLAND · SALEM · CAPE MAY

PUBLIC  
NOTICE OF  
AWARDS



**Cumberland County**  
**Board of County Commissioners**  
164 West Broad Street  
Bridgeton, NJ 08302



**ADOPTED**  
**RESOLUTION 2025-364**  
**Meeting: June 24, 2025 6:00 PM**

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**RESOLUTION AWARDING A CONTRACT FOR PROVIDING VIRTUAL REALITY CAREER EXPLORATION SIMULATIONS (FOR THE CUMBERLAND/SALEM/CAPE MAY WORKFORCE DEVELOPMENT BOARD), RFP #25-07 RESUBMISSION (INTERPLAY LEARNING - \$45,000)**

WHEREAS, Cumberland County is in need of providing virtual reality career exploration simulations (for the Cumberland/Salem/Cape May Workforce Development Board), RFP #25-07; and

WHEREAS, funds are available for this purpose; and

WHEREAS, N.J.S.A. 40A:11-4.1 provides that a local contracting unit may use competitive contracting in lieu of public bidding for procurement of specialized goods and services, the price of which exceeds the bid threshold, for certain purposes including the aforementioned; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3(a), this Board duly passed a resolution authorizing the use of competitive contracting for the provision of said services; and

WHEREAS, the County Director of Purchasing recommends the award of a competitive contract to Interplay Learning, 1717 W. 6<sup>th</sup> Street, #405, Austin, TX 78703.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CUMBERLAND, as follows:

1. That a contract pursuant to competitive contracting in lieu of competitive bidding is hereby awarded to Interplay Learning, 1717 W. 6<sup>th</sup> Street, #405, Austin, TX 78703 in the amount

PUBLIC NOTICE OF CONTRACT AWARDS

The Board of County Commissioners of Cumberland County and the Board of County Commissioners of Salem County has awarded the following contracts in accordance with competitive contracting procedures pursuant to N.J.S.A. 40A:11-4.1 et seq. These contracts and the resolutions authorizing them are available for public inspection at the Cumberland County Finance Department, Purchasing Division located at 164 W Board St. Bridgeton, NJ 08302, or Fifth Street Office Complex, 110 Fifth Street, Suite 400, Salem, NJ 08079.

New Contracts

**CONTRACT TITLE:** FOR PROVIDING ONE STOP CAREER SERVICES WIOA TITLE 1-8 ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR SALEM COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD. RFP# 25-20  
**AWARDED TO:** The County of Salem  
**AMOUNT OF AWARD:** \$363,200  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of three one-year renewals

**CONTRACT TITLE:** FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CUMBERLAND COUNTY. RFP#24-13 RESUBMISSION II  
**AWARDED TO:** Center for Family Services  
**AMOUNT OF AWARD:** \$306,000  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of three one-year renewals

**CONTRACT TITLE:** CONTRACT RENEWAL FOR PROVIDING ONE-STOP OPERATOR SERVICES FOR THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD AND ONE-STOP CAREER CENTERS. RFP# 25-03  
**AWARDED TO:** Cumberland County Improvement Authority  
**EST. AMOUNT OF AWARD:** \$100,000  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026. With the option of three one-year renewals

**CONTRACT TITLE:** FOR PROVIDING VIRTUAL REALITY CAREER EXPLORATION SIMULATIONS (FOR THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD) RFP#25-07 RESUBMISSION  
**AWARDED TO:** InterPlay Learning  
**AMOUNT OF AWARD:** \$45,000  
**CONTRACT PERIOD:** July 1, 2025 to December 31, 2026

Renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CUMBERLAND COUNTY. RFP#24-0001  
**AWARDED TO:** Cumberland County Division of Employment and Training  
**AMOUNT OF AWARD:** \$150,000  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of two one-year renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING ONE STOP CAREER SERVICES WIOA TITLE 1-8 ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD. RFP# 24-0002  
**AWARDED TO:** Cumberland County Division of Employment and Training  
**AMOUNT OF AWARD:** \$1,302,000  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of two one-year renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING ONE STOP CAREER SERVICES WIOA TITLE 1-8 ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD. RFP# 24-0002  
**AWARDED TO:** Cape May County Department of Human Services/Division of Workforce Development  
**AMOUNT OF AWARD:** \$1,468,900  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of two one-year renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY. RFP#24-03  
**AWARDED TO:** Jersey Cape Diagnostic, Training and Opportunity Center  
**AMOUNT OF AWARD:** \$131,500  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of two one-year renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR SALEM COUNTY. RFP#24-04  
**AWARDED TO:** Ranch Hope  
**AMOUNT OF AWARD:** \$150,000  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of two one-year renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY. RFP#24-04  
**AWARDED TO:** Jersey Cape Diagnostic, Training and Opportunity Center  
**AMOUNT OF AWARD:** \$150,000  
**CONTRACT PERIOD:** July 1, 2025 to June 30, 2026 with the option of two one-year renewals

**CONTRACT TITLE:** RENEWAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CUMBERLAND COUNTY. RFP#24-13  
**AWARDED TO:** PathStone Corporation

AMOUNT OF AWARD: \$300,000

CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals.

The services highlighted in the public notice are supported by the New Jersey Department of Labor (NJDL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). 100% of these services are financed through federal funding sources. Contract award information is on file and available for inspection at the Cumberland Salem Cape May Workforce Development Board office, 3322 College Drive, Vineland NJ 08360

1 x Fee = \$102.82  
7/30/25

PATRICE J BECHTA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50204541  
COMMISSION EXPIRES NOV. 15, 2027



**CUMBERLAND COUNTY**  
**Virtual Reality Simulation**  
**RFP #25-07 Resub**  
**COMPLETED: 6/9/2025**

WIOA Out of School Youth Program PROPOSING AGENCY	AVERAGE RATING	REQUESTED FUNDING	APPROVED FUNDING	STATUS	COMMENTS
Interplay Learning	95.3	\$45,000*	\$45,000	Funded	The review committee stated the proposal was well written. It demonstrated experience in this service with great success. The committee noted a bonus of a Spanish language program that will benefit the community. The proposal cited adequate technical assistance and support.

**NOTES:** \* Represents the maximum requested contract level request from proposal financial worksheet

**PROPOSAL REVIEW COMMITTEE:**

Edward Geletka  
 Donna Groome  
 Joe Molineux