



WORKFORCE  
DEVELOPMENT BOARD

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CUMBERLAND · SALEM · CAPE MAY

RFP #25-08

One Stop Operator



WORKFORCE  
DEVELOPMENT BOARD

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CUMBERLAND · SALEM · CAPE MAY

PUBLIC  
NOTICE OF  
OPPORTUNITY

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#:0010972601

Sales Rep: Jeanette Kryzimalski  
 Account Number:1156885  
 AD#: 0010972601

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

Remit Payment to:

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

Date	Position	Description	P.O. Number	Costs
03/07/2025	Request For Pro NJ	PUBLIC NOTICE NOTICE OF COMPETITIVE CONTRACTING	RFP 25-08	
			Ad Size 2 x 73 L	Basic Ad Charge - 03/07/2025 Total
				\$57.57 \$57.57

CLAIMANTS CERTIFICATION AND DECLARATION	
<small>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.</small>	
Date: <u>3/10/2025</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
<small>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.</small>	<small>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:</small>
Signature: _____	Appropriation Account(s) and Amounts Charged: _____ P.O.#: _____
Title: _____	_____
Date: _____	Signature: _____



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 03/07/2025

Maria Nunez



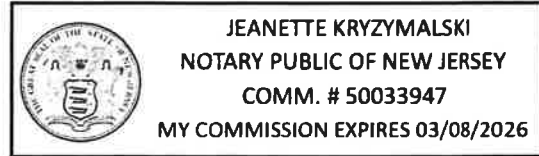
Principal Clerk of the Publisher

Sworn to and subscribed before me this 11th day of March 2025

Jeanette Kryzmalcki



Notary Public



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

PUBLIC NOTICE

NOTICE OF COMPETITIVE CONTRACTING  
REQUEST FOR PROPOSAL  
RFP #25-08

COMPETITIVE CONTRACTING REQUEST  
FOR PROPOSAL TO SELECT A ONE-STOP  
OPERATOR TO COORDINATE THE NEW  
JERSEY ONE-STOP CAREER CENTERS IN  
THE CUMBERLAND SALEM CAPE MAY  
WORKFORCE DEVELOPMENT AREA  
(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 (NJDL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$100,000. 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 Friday, April 11, 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. Consulting Services
- 2. Professional Service

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

Cost \$57.57  
3/7/25 1T (10972601)k

**\* 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
11100072	NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL RFP #25-08  COMPETIT	1 x 82.00 x 1	\$0.31	\$46.42
Net Total Due:				<b>\$46.42</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: 03/07/2025  Federal ID #: 061032273  
Signature: \_\_\_\_\_ Official Position: Clerk

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

**.FFIDAVIT OF PUBLICATION**

Order Number : 11100072

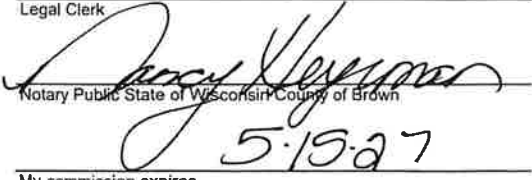
**STATE OF WISCONSIN**  
**Brown County**

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:

03/07/2025



Legal Clerk



Notary Public State of Wisconsin County of Brown

5-15-27

My commission expires

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

NOTICE OF COMPETITIVE  
CONTRACTING  
REQUEST FOR PROPOSAL  
RFP #25-08

COMPETITIVE CONTRACTING  
REQUEST FOR PROPOSAL  
TO SELECT A ONE-STOP  
OPERATOR TO COORDINATE THE  
NEW JERSEY  
ONE-STOP CAREER CENTERS IN  
THE CUMBERLAND SALEM  
CAPE MAY WORKFORCE  
DEVELOPMENT AREA  
(For the Cumberland Salem Cape May  
Workforce Development Board)

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

David C. DeWoody, QPA  
Purchasing Agent  
March 7, 2025 (\$25.42)



WORKFORCE  
DEVELOPMENT BOARD

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CUMBERLAND · SALEM · CAPE MAY

REQUEST FOR  
PROPOSAL  
(RFP)

**COUNTY OF CUMBERLAND**

**BRIDGETON, NEW JERSEY**

**RFP # 25-08**

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL  
TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE NEW  
JERSEY ONE-STOP CAREER CENTERS IN THE CUMBERLAND  
SALEM CAPE MAY WORKFORCE DEVELOPMENT AREA.**

**RFP OPENING: Friday April 11 , 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 #25-08**

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL  
TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE NEW JERSEY  
ONE-STOP CAREER CENTERS IN THE CUMBERLAND SALEM CAPE MAY  
WORKFORCE DEVELOPMENT AREA  
(For the Cumberland Salem Cape May Workforce Development Board)**

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1. **Consulting Services**
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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>    X    </u>	Statement of Authority (Exhibit B)	_____
<u>    X    </u>	RFP Exceptions Form (Exhibit C)	_____
<u>    X    </u>	Statement of Corporate Ownership Pursuant to <u>N.J.S.A. 52:25-24.2</u> (Exhibit D)	_____
<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>    X    </u>	Certification Regarding Debarment (Exhibits G & G.2)	_____
<u>    X    </u>	Non-Collusion Affidavit (Exhibit H)	_____
<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>    X    </u>	Request for References Form (Exhibit J)	_____
<u>    X    </u>	Vendor Information Sheet (Exhibit K)	_____
<u>    X    </u>	Bidders Data Sheet and Questionnaire (Exhibit L)	_____

**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>    X    </u>	Disclosure of Investment Activities In Iran (Exhibit N)(Due prior to Award)	_____
<u>    X    </u>	Certificate(s) of Insurance as specified in the Bid Document (EXHIBIT M)	_____

(Due with executed contract)

<u>    X    </u>	<b>Form W-9 (Exhibit P)</b> <b>(Due prior to Award)</b>	_____
<u>    X    </u>	<b>Russia Belarus Disclosure (Exhibit Q)</b> <b>(Due prior to award)</b>	_____
<u>    X    </u>	<b>Federal Lobbying Certification</b> <b>(Due prior to Award)</b>	_____

**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>	<b>Americans with Disabilities Act Language – (Exhibit F)</b>	_____
<u>    X    </u>	<b>Conflict of Interest Policy (Exhibit O) Pages 33-35</b>	_____
<u>    X    </u>	<b>General Instruction/Conditions Pages 36-49</b>	_____
<u>    X    </u>	<b>Technical Specifications Pages 50-52</b>	_____
<u>    X    </u>	<b>WIOA Specifications and Attachments</b>	_____
<u>    X    </u>	<b>Federal Rider</b>	_____

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:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

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

**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 TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE NEW JERSEY ONE-STOP CAREER CENTERS IN THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT AREA  
(For the Cumberland Salem Cape May Workforce Development Board)  
RFP# 25-08**

<b>TOTAL DOLLAR AMOUNT REQUESTED</b>	<b>\$</b>
--------------------------------------	-----------

Have you included with your proposal submission all of the required items listed per the Proposal Checklist, Pages 4/5? Have you included with your proposal submission all of the information and documentation listed and identified in The Technical Specifications including all required Attachments? Yes\_\_\_\_ 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:** \_\_\_\_\_

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

**Print Name:** \_\_\_\_\_

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

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

**END OF OFFICIAL PROPOSAL DOCUMENT**

**EXHIBIT B**

**STATEMENT OF AUTHORITY**

**RFP SUBMITTED FOR:**

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**RFP SUBMITTED BY:**

\_\_\_\_\_  
**(Print Name of Company Officer)**

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

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

**TELEPHONE:** \_\_\_\_\_ **EXTENSION:** \_\_\_\_\_

**FACSIMILE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER:** \_\_\_\_\_

**\*\*\* 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\_\_\_\_ No\_\_\_\_. If yes, note and describe below your exceptions.

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

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

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

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

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

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

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

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

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**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: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**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:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, 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

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner, 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

**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):		Title:	
Signature:		Date:	

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

## 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 \_\_\_\_\_ of the firm of \_\_\_\_\_,  
(Your Title) (Name of your Organization)

\_\_\_\_\_  
(Address of your Organization)

**CHOOSE ONE OF THE FOLLOWING**

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(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

\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name and Title)

My Commission expires \_\_\_\_\_  
(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	
Address of Individual or Organization	
DUNS Code (if applicable)	
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):		Title:	
Signature:		Date:	

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

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

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	

**OR**

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

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

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

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

**Section A**

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <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

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

**OR**

	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
--	--

<input type="checkbox"/>	50 percent interest in any partnership or any limited liability company.
--------------------------	--

**Section B (skip if no business entities are listed in Section A of Part IV)**

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

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

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

**OR**

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

**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **County of 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):		Title:	
Signature:		Date:	

**EXHIBIT H**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

I, \_\_\_\_\_ residing \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

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

I am \_\_\_\_\_ of the firm \_\_\_\_\_  
(Title or Position) (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 \_\_\_\_\_.  
(Name of Contractor)

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

Subscribed and sworn to  
Before me this day

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

(Signature of Affiant)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed Name of Affiant)

My Commission expires \_\_\_\_\_  
(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)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**No addenda were issued:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type Name of Authorized Individual)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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 \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Daytime Telephone \_\_\_\_\_ Email \_\_\_\_\_

2. Name of Entity \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Daytime Telephone \_\_\_\_\_ Email \_\_\_\_\_

3. Name of Entity \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Daytime Telephone \_\_\_\_\_ Email \_\_\_\_\_

**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: \_\_\_\_\_

Correspondence Address, including zip code:

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

Purchase Order Address, including zip code:

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

Payment Address, including zip code:

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

Telephone Number: \_\_\_\_\_

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

**EXHIBIT L**

**BIDDERS DATA SHEET AND QUESTIONNAIRE**

**Please provide the following information**

How many years has your company been providing this service? \_\_\_\_\_

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:

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

Name and telephone number of an individual who can be contacted at all times if service information is requested: \_\_\_\_\_

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

**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:** 25-08 **Bidder/Offeror:** \_\_\_\_\_

**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/Offeror 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: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 RFP# 25-08 One Stop Operator

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  
TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE NEW JERSEY  
ONE-STOP CAREER CENTERS IN THE CUMBERLAND SALEM CAPE MAY  
WORKFORCE DEVELOPMENT AREA  
(For the Cumberland Salem Cape May Workforce Development Board)  
RFP# 25-08**

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**

**(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**

**(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.

**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.

**Sample**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08644-0282
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 978-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM BRC(07-01)	Act. Director <i>J.P. S. Kelly</i>	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed 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:	
20041014112823533	

**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**

RFP# 25-08 One Stop Operator

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 [daviddle@cumberlandcountynj.gov](mailto:daviddle@cumberlandcountynj.gov) and cc: [gwensc@cumberlandcountynj.gov](mailto:gwensc@cumberlandcountynj.gov) and [caroldo@cumberlandcountynj.gov](mailto:caroldo@cumberlandcountynj.gov) by **12:00 PM (Noon) Friday March 21, 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 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.

# TECHNICAL SPECIFICATIONS FOR

## COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL TO SELECT A ONE-STOP OPERATOR TO COORDINATE THE NEW JERSEY ONE-STOP CAREER CENTERS IN THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT AREA

(For the Cumberland Salem Cape May Workforce Development Board)  
RFP# 25-08

### 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	Friday, March 7, 2025
Question Deadline	Friday, March 21, 2025, at 12 Noon, Prevailing Time
Proposal Due Date	Friday April 11, 2025, at 2:30 PM
Governing Body Action	Tuesday April 22, 2025
Contract Commencement	July 1, 2025

### 4. PROPOSAL SUBMISSION INFORMATION

#### a. SUBMISSION DATE AND TIME:

**Friday April 11, 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, to June 30, 2026. The Cumberland Salem Cape May Workforce Development Board via the County will retain the sole right to renew the contract for (2) Two (1) One year periods contingent upon adequate funding and vendor performance.**

11. **WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SPECIFICATIONS**

**CONTINUED ON FOLLOWING PAGES**

## REFERENCES

The below references are offered to provide federal and state legislative, regulatory, policy and guidance regarding the Workforce Innovation and Opportunity Act (WIOA) and related One-Stop operations context that is not intended to be exhaustive.

**WIOA Overview:** <http://www.doleta.gov/WIOA/Overview.cfm>

**Workforce Innovation and Opportunity Act (WIOA):** <https://www.dol.gov/agencies/eta/wioa>

**WIOA Final Rules and Resources –** <https://www.dol.gov/agencies/eta/wioa/references>

**WIOA Fact Sheet: One-Stop Career Centers:** <https://www.careeronestop.org/>

**New Jersey Career Services website:** <https://www.nj.gov/labor/career-services/>

**Pathways and Partnership: Blueprint for Talent Development (Blueprint):**  
<http://lwd.state.nj.us/labor/wioa/documents/resources/OverviewBlueprintTalentDevelopment.pdf>

**For Job Seekers: US National Labor Exchange | US National Labor Exchange** <https://usnlx.com>

**For Employers: National Labor Exchange:** <https://newjersey.usnlx.com/>

**New Jersey Combined State Plan for WIOA 2024-2027:** <https://wioaplans.ed.gov/node/465731>

### 1.1 Purpose

The purpose of this solicitation is to select a One-Stop (OS) Operator to coordinate the New Jersey One-Stop Career Centers (NJCCs) and other service access points for federally funded NJCC partners, as required by WIOA and other community partners serving employers and customers seeking jobs, career counseling, training, and career advancement in the Cumberland Salem Cape May Workforce Development Area.

The purposes of WIOA are the following:

- (1) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- (2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers needed to succeed in a global economy.

- (4) To promote improvement in the structure and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.
- (6) For purposes of Subtitles A and B of Title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

This solicitation is seeking management services that coordinate the diverse services of our One-Stop system partners. Under this vision the successful responder will provide:

- Leadership\*
- Strategic Planning
- Market Focused Customer Services
- Information and Analysis\*\*
- Human Resources Focus
- Process Management
- Business Results

\* The expectation is that the OSO will develop a plan on how to run the One-Stop Centers in alignment with the LWDB's 4-year plan.

\*\* The expectation is the OSO is monitoring common performance measures and other state and local metrics that have been established and using that information for continuous improvement efforts in the One-Stop Center as well as apprising the LWDB and partners of performance against those measures.

Many system partners provide their services through publicly funded and federally legislated programs. Their service provision is structured by law and regulations. The challenge of the successful responder will be to negotiate and orchestrate a One-Stop system design that balances these imperatives with service excellence.

## 1.2 Authority

The Workforce Innovation and Opportunity Act (WIOA) is available at <https://www.dol.gov/agencies/eta/wioa>  
The Final Rules and related resources are available at <https://www.dol.gov/agencies/eta/wioa/references>  
Federal & State grants flow from the New Jersey Department of Labor & Workforce Development (LWD) to the County of Cumberland (grant recipient for the local area) in form of Notices of Award. This Request for Proposal (RFP) solicits a One-Stop Operator for the Cumberland Salem Cape May Workforce Development Board.

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 \$100,000. 100% of these services are financed through federal funding sources.

### 1.3 General Information

The Cumberland Salem Cape May Workforce Development Board is soliciting proposals for One-Stop Operator Management Services to be funded through federal allocations received by the County of Cumberland as authorized through federal and state legislation. The successful bidder will provide innovative approaches to One Stop operations under the provisions of the Workforce Innovation and Opportunity Act for the period July 1, 2025 – June 30, 2026, with a possible annual option of renewal for up to 3 additional years, effective July 1 through June 30<sup>th</sup>, contingent upon the successful delivery of services and funding availability.

The One Stop career center offers job seeker services by providing career pathway employment plans. For many job seekers, this may simply mean access to job listings, while others may require skill and aptitude evaluation, job search assistance, adult education, job training, post-secondary education or registered apprenticeship. Some may require temporary financial assistance, need-based payments or supportive services.

The Workforce Innovation and Opportunity Act (WIOA, Public Law 113-128) provides the framework for a national Workforce preparation system that is flexible, responsive, customer-focused and locally managed. The Cumberland Salem Cape May Workforce Development Board welcomes and encourages the bidder to submit management service designs which are innovative, non-traditional and "hands-on" in approach.

This RFP is seeking management services that coordinate the diverse services of our One-Stop system partners. Under this vision the successful responder will provide:

- Leadership
- Strategic Planning\*
- Market Focused Customer Services
- Information and Analysis\*\*
- Human Resources Focus
- Process Management
- Business Results

\* The expectation is that the OSO will develop a plan on how to run the One-Stop Centers in alignment with the LWDB's 4-year plan.

\*\* The expectation is the OSO is monitoring common performance measures and other state and local metrics that have been established and using that information for continuous improvement efforts in the One-Stop Center as well as apprising the LWDB and partners of performance against those measures.

Many system partners provide their services through publicly funded and federally legislated programs. Their service provision is structured by law and regulations. The challenge of the successful responder will be to negotiate and orchestrate a one-stop system design that balances these imperatives with service excellence.

The Workforce Innovation and Opportunity Act (WIOA) places a clear separation between the one-stop operator responsibilities and those of the workforce board. The Cumberland Salem Cape May Workforce Development Board is seeking a one-stop operator to coordinate the service delivery of required one-stop partners and service providers. Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs. The law envisions a collaborative process that leads to the creation of a seamless customer-focused One-Stop delivery system. At its best, the resulting system integrates service delivery across all programs and enhances access to the programs' services.

WIOA requires local boards to establish a One-Stop delivery system and conduct oversight of that system. The Cumberland Salem Cape May Workforce Development Board is responsible for executing a memorandum of understanding with the required One-Stop partners that outlines each partner's responsibilities. Each One-Stop partner that carries out a required program or activity in a local area "shall provide access through the One-Stop delivery system to such program or activities carried out by the entity, including making the career services that are applicable to the program or activities available at the One-Stop centers (in addition to any other appropriate locations)." WIOA establishes several required partners in the One-Stop delivery system. These partners include, but are not limited to:

- Title I programs (Adult, Dislocated Worker, Youth, Job Corps, YouthBuild, Native American, and Migrant Seasonal Farmworker)
- Title II Adult Education and Family Literacy activities
- Wagner-Peyser Act employment services programs
- The Vocational Rehabilitation program under Title I of the Rehabilitation Act
- The Senior Community Service Employment Program authorized under Title V of the Older Americans Act
- Postsecondary career and technical education programs authorized under the Carl D. Perkins Career and Technical Education Act
- Trade Adjustment Assistance authorized under the Trade Act
- Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.
- Employment and training activities under the Community Services Block Grant
- Employment and training activities of the Department of Housing and Urban Development
- State unemployment compensation program
- Ex-offender programs authorized under section 212 of the Second Chance Act
- Temporary Assistance to Needy Families (TANF) authorized under the Social Security Act, unless exempted by the Governor

#### 1.4 Intent of This Solicitation

The One-Stop Operator will lead the design and coordination of service delivery of the One-Stop partners and providers throughout the One-Stop system. Under WIOA the roles and responsibilities of our partners are found at WIOA§121(b)(1)(A); these activities include but are not limited to:

- Entering into a MOU with The Cumberland Salem Cape May Workforce Development Board relating to the operation of the One-Stop system consistent with the requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements;
- Providing access to its programs or activities through the One-Stop delivery system, in addition to any other appropriate locations;
- Beginning July 1, 2025, jointly funding the One-Stop system through infrastructure contributions that are based upon:
  - a. A reasonable cost allocation methodology by which cash or in-kind infrastructure costs are contributed by each partner in proportion to the relative benefits of their participation;
  - b. Federal cost principles; and
  - c. Any local administrative cost requirements in the Federal law authorizing the partner's program.

The Cumberland Salem Cape May Workforce Development Board is seeking a vendor with expertise and an established track record of providing services required of a one-stop operator. For purposes of this RFP, The Cumberland Salem Cape May Workforce Development Board defines One-Stop Operator services as the coordination of the service delivery of required one-stop partners and service providers within the local area One-Stop delivery system. The One-Stop Operator is the honest gatekeeper who ensures all partners have an equal voice in formulating the policy that drives the delivery of services throughout the system and the 3-county local area. The successful bidder shall, at a minimum:

- Provide leadership that examines how the one-stop system partners address values and performance expectations. The on-going review will include a focus on customers and other stakeholders, empowerment, innovation, learning, and organizational direction. The analysis will describe how the one-stop system addresses its responsibilities to the public and supports its key communities.
- Maintain regular office hours (minimum 35 hours per week total) at each of the One Stop facilities in the 3-county local area to fulfill the One Stop Operator responsibilities.
- Assist with the negotiation and execution of a One Stop Partners Memorandum of Understanding (MOU) between the WDB and the required One Stop Partners in each county. A three county MOU must be created and managed (Cumberland, Salem and Cape May).
- Convene regular bi-monthly or quarterly meetings of all One Stop Partners and providers (as applicable) for the purposes of coordinating the service delivery of the partners as defined in the One Stop Partner MOU. Separate meetings must be held for each county (Cumberland, Salem and Cape May).
- Convene regular bi-monthly or quarterly meetings of all WorkFirst New Jersey (WFNJ) Partners and providers (as applicable) for the purposes of coordinating the service delivery of the partners. Separate meetings must be held for each county (Cumberland, Salem and Cape May).
- Assist with the completion of the One Stop Certification Checklist for each of the One Stop Career Centers.
- Provide an examination of how the one-stop system determines customer/market requirements, expectations, preferences and how it builds relationships with customers and determines their satisfaction.

- Provide an analysis of the performance measurement system and how the one-stop system analyzes performance data and information.
- Provide a review of how the people who work in the one-stop system will develop and utilize their full potential in alignment with the organization's objectives. Also, an exploration of the organization's efforts to build and maintain a work environment and an employee support climate conducive to performance excellence, full participation, and personal and organizational growth.
- Provide an examination of the key aspects of process management, including customer-focused design of products and service delivery, as well as support, supplier and partnering processes involving all work units. Also to be reviewed are how key processes are designed, implemented, managed, and improved to achieve better performance. Identify areas of similarity and difference for the local area to promote the streamlining of service delivery for the 3-county local area as described in the local plan.
- Provide a Business Results examination of the one-stop's performance and improvement in key business areas - customer satisfaction, financial and marketplace performance, product and service performance, human resource results, supplier and partner results, and operational performance. Also, benchmarking performance levels are relative to competitors, and other organizations within the system providing similar services.
- Assist with the preparation of content for the WDB Newsletters and/or other publications as required.
- Attend all WDB meetings and present a report that provides information regarding services, activities, expenses and performance outcomes. Attend other meetings as requested by the WDB.

In the future, additional roles may be established for the one-stop operator, including, but not limited to coordinating service delivery in a regional area, which may include affiliated sites in other counties in the South Jersey Region.

### 1.5 Narrative Response Format

When responding to this RFP please provide detail to the following questions. Complete on 8 1/2" x 11" paper, double spaced. Maximum 25 pages (one side only).

#### **Narrative Response to the Introduction**

Please state the intended results of the proposed program, to include a timeline of the resulting deliverables. First, please concisely state the service you propose to provide. Then provide a synopsis of your *overall concept and approach*. At the conclusion of the overview please state specifically, "The service I propose will improve system outcomes by \_\_\_\_\_%".

#### **1. What is the service you are offering? – 30 points**

Tell us about the specifics of what you are offering as a service. Based on the synopsis of the program you offer, explain:

- (a) What and how you will provide the tasks described in 1.4 above;
- (b) How and why the service will achieve the results stated; and
- (c) Any special strength or features which make your service different from similar offerings available.

**2. Please describe your experience working with Federal Programs? -10 points**

Please describe your experience working with Federal Programs. Specifically, in what capacity did you work and what results did you obtain.

**3. Please describe your experience working with the Private Sector. – 10 points**

Please describe your experience working with the Private Sector. Specifically, in what capacity were you employed and what successes did you realize.

**4. Who is going to do it? – 30 points**

Tell us about who is actually going to provide the service and will be responsible for achieving results. What evidence (especially from past behavior) suggests that this person has the enthusiasm, capability, and commitment to succeed in achieving the results stated above?

If applicable, tell us about other members of the service delivery team, i.e. business partners, other educational partners from institutions of advanced learning, etc. How and why will these capabilities help achieve the results you are committed to achieving?

What evidence suggests that your organization has the capability and commitment to achieve the results stated above? Also, briefly describe your organization's history and background, and include a discussion of any one-stop/federal program management your agency has operated and or partnered with.

**5. How much money will you need and how will you spend it? – 20 points**

Initially, the One Stop Operator will be funded by the federal Workforce Innovation and Opportunity Act (WIOA) formula funds allocated to the Cumberland Salem Cape May Workforce Development Board. The WDB has budgeted \$100,000 of WIOA program funds for Program Year 2025-2026. Future funding will be budgeted related to the formula funding allocated to the local area. Include the hourly rate of the bidder's staff that will be assigned to this project.

Include services to be provided by staff in the proposal.

Indicate all costs required to provide these services and an explanation as to how the costs were derived.

**Firm Qualifications**

Should your firm be interested in providing these services, please include the following information in your response:

A. Cover letter that includes:

1. Legal name of firm/company/organization
2. Address
3. Name and title of firm owner, principal or managing partner
4. Federal Employer Identification Number (FEIN)
5. Dun & Bradstreet (D&B) number
6. Organization type (Private for profit, private non-profit or governmental corporation, sole proprietorship, community-based organization, etc.)
7. Phone/email address/website of the firm/company/organization
8. Name of primary contact for this RFP
9. Phone and email address of the primary contact

#### B. References

Please provide a list of clients we may contact. The clients listed should be of a similar scale to our organization and be serviced by the same staff proposed for this engagement. Please include specific contact name and telephone number.

#### C. Other Information

Please include any additional information not already requested that you consider essential to your response. If there is no additional information to include, please state, "There is no additional information we wish to present."

If a bidder is, or should be, aware of any potential conflict of interest, disclosure must be a part of the Certifications attached to this proposal. A conflict of interest would occur if members of the proposed organization, whether as an employee, officer or director receives compensation or business for services rendered to the organization or have direct or consulting agreement, including those through family or business ties.

A team will review and rate each proposal utilizing a Proposal Evaluation Form, which is included as an attachment to this document. Upon conclusion of this rating process and Commissioner Board approval, Cumberland Salem Cape May WDB may begin negotiations with successful bidders. It is the bidder's responsibility to present accurate, concise, adequate, and qualitative documentation in each area to be rated in the RFP, so that the raters can make effective appraisals.

The proposal represents only one factor in the selection process of service providers and may not be the sole basis for selection of a proposal for funding. Other factors, such as the capability of administering and operating these services within the constraints and limitations specified may also be considered in the selection process.

Clarifying/Technical questions concerning this RFP? **Refer to General Instructions #26.**

Acceptable proposals must conform to the conditions and specifications contained in the RFP, and all state and federal regulations there under. It is the proposer's responsibility to be familiar with these documents during the proposal development

1.6 Proposal Evaluation

### Proposal Rating Form

Bidder: \_\_\_\_\_

Reviewer: \_\_\_\_\_

	Yes	No
<b>Are all required documents included?</b>		
<b>Did the respondent clearly define an organizational structure that allows services to be delivered effectively?</b>		
<i>If any of the above questions are answered no, write non-responsive in the adjoining block and proceed no further.</i>		

A. Cover letter that includes:

1. Legal name of firm
2. Address
3. Name and title of firm owner, principal or managing partner
4. Federal Employer Identification Number (FEIN)
5. Dun & Bradstreet (D&B) number
6. Organization type (Private for profit, private non-profit or governmental corporation, sole proprietorship, community-based organization, etc.)
7. Phone/email address/website of the firm
8. Name of primary contact for this RFP
9. Phone and email address of the primary contact

B. References that include:

Listing of clients we may contact. The clients listed should be of similar nature to our organization and be serviced by the same staff who would be assigned to this engagement. Please include specific contact name and telephone number.

C. Other:

Please include any additional information not already requested that you consider essential to your response. If there is no additional information to include, please state, "There is no additional information we wish to present."

## Proposal Rating Form Continued – Max 100 Points

Bidder: \_\_\_\_\_

<b>Evaluate the Vendor’s Qualifications and the Service(s) Proposed:</b>	<b>Points</b>
Service that is being offered. 0-30	
Experience working with Federal Programs. 0-10	
Experience working with the Private Sector. 0-10	
Who is going to do it? 0-30	
<b>Fiscal Evaluation:</b>	<b>Points</b>
Proposed Pricing 0-20	
<b>Total Points</b>	

**Indicate Rank (1,2,3):** \_\_\_\_\_

**I hereby certify that I have reviewed the conflict-of-interest standards in the Local Government Ethics Laws (40A:9-22.5), and I do not have a conflict of interest with respect to an evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.**

**Reviewer’s Signature:**

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

PROPOSAL COVER SHEET

Organization	
Contact Person	
Address	
Mailing Address (if different)	
Type of Organization	(i.e., Public, Private, for-profit, not-for profit)
Type of Legal Entity	(i.e., Corporation, Sole Proprietorship, Partnership, Other (Describe)):
Federal ID#	
Type of Project	<b>WIOA One-Stop Operator</b>
Dollar Amount Proposed	

**Signature:**

My signature below certifies that the proposal as submitted complies with all requirements specified in this RFP.

My signature also certifies that by submitting a proposal in response to this RFP, the Bidder represents that in the preparation and submission of this proposal, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

Signature	
Name of Person Signing	
Title	
Telephone	
FAX	
E-Mail Address	
Date	



## ATTACHMENT C – BUDGET LINE-ITEM DEFINITIONS

### **Cost Category Definitions**

*The following is provided as examples of both administrative and program costs for WIOA (See WIOA Sec. 3 20 CFR 683.215 What Workforce Innovation and Opportunity Act title I functions and activities constitute the costs of administration subject to the administrative cost limitation). This is not all inclusive.*

### **Administrative Costs**

- Overall general administrative functions and coordination of administrative functions
- Accounting, budgeting, financial and cash management
- Procurement and purchasing
- Property management
- Personnel management
- Payroll
- Coordinating audit resolutions, reviews, investigations, and incident reports
- Audit
- Legal services pertinent to management and operations of the Cumberland Salem Cape May\_NJCC System
- Developing systems and procedures
- Oversight and monitoring of administrative functions
- Goods and services required for administrative functions including rental, utilities, supplies, space, etc.
- Travel for official business to carry out administrative activities or overall management

### **Program Costs**

- Cost of staff who provide program services directly to customers and, where applicable, the first line supervisors and/or team leaders responsible for those staff
- Tracking or monitoring of customers or performance information
- Employment statistics information, including job listings, job skills and demand occupation information
- Outreach to and recruitment of applicants for services
- Dissemination of program information to prospective employers
- Follow-up services with eligible customers placed in unsubsidized employment
- Assessment of skill levels and service needs
- Counseling that involves occupation, educational and career guidance to eligible customers while in training
- Case management services such as assessment, counseling and job search assistance

### **Budget Line-Item Definitions**

1. Staff Salary – Wages associated with the individual job positions needed to perform the proposed service. Positions are to be defined within specifics of the job and how each function relates to this proposal.

2. Fringe Benefits – The approximate percentage of position salary that it will cost to provide established company benefits such as health, life, dental insurance, etc. Benefits should be based upon the organization’s written personnel policy for all employees.
3. Travel – The cost of attending applicable in-state meetings/conferences that relate to the service being proposed and that benefit the attendee in his/her job performance. Also includes local travel to provide services for customers. Please specify if possible. All travel costs are included but not limited to mileage rate, per diem rates, and subsistence.
4. Office Supplies, Printing and Copying – Costs of items used while performing day to day business activities such as ink pens, paper clips, etc. Also includes expenses for printing program materials and the copying of documents/materials as needed.
5. Other – Please describe and indicated how it relates to the provision of services.

**Assurances and Certifications**

**Section 188 (3) WIOA Title I funds may not be spent on the employment or training of participants in sectarian activities.**

**Further, the undersigned applicant certifies that it shall comply with the provisions outlined by the U.S. Department of Health and Human Services (45 CFR 80 and 84).**

By signing, the applicant certifies that it will comply with all other regulations implementing the laws cited above. This assurance applies to the applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements, the applicant makes to carry out the WIOA Title I-financially assisted program or activity. The applicant understands that the United States, New Jersey Department of Labor and Workforce Development, and the Cumberland Salem Cape May Workforce Development Board have the right to seek judicial enforcement of this assurance. NOTE: WIOA Section 188 and WIA Section 188 are identical.

**Reporting Requirements:** The undersigned applicant certifies that it shall comply with the provisions of Sec. 122 of the Workforce Innovation and Opportunity Act of 2014 and the reporting and procedural requirements issued by the Education and Workforce Development Cabinet. Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

The undersigned Authorized Representative of the applicant herein certifies that the statements above pertain to Debarment, Suspension and Other Responsibility Matters; Nondiscrimination; Conflict of Interest; Education Standards and Procedures; Documentation of Financial Stability and Reporting Requirements are true and correct as of the date of submission. This does not preclude the Board from requiring additional assurances as part of the local application requirements.

Further, the Authorized Representative acknowledges that if the information given to the Board by the applicant causes harm to a third party, then the applicant will be held liable for any Board action resulting from reliance on that information. The applicant must notify the Board in writing if the authorized signatory changes.

Certified by:

\_\_\_\_\_  
Signature of Authorized Official Title Date Title Date

\_\_\_\_\_  
Typed/Printed Name of Signatory

\_\_\_\_\_  
Name of Organization

**EXHIBIT P**  
**Request for Taxpayer**  
**Identification Number and Certification**

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

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

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

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

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

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

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) **Isifying information.** Willfully falsifying information may subject you to criminal penalties including imprisonment.

**Criminal penalty for false information.** If the requester discloses or uses TINs in violation of certifications or affirmations, the requester may be subject to civil and criminal penalties, including fines and/or imprisonment.

**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), ABLE 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*
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 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/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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.

Five horizontal lines for providing a detailed description of the Vendor's activity.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative
Print Name and Title of Vendor's Authorized Representative
Vendor's Name
Vendor's Address (Street Address)
Vendor's Address (City/State/Zip Code)

Date
Vendor's FEIN
Vendor's Phone Number
Vendor's Fax Number
Vendor's Email Address

i 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).

**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, lint, 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)** \_\_\_\_\_ 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:** \_\_\_\_\_ 

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

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

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



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 2025-271  
Meeting: May 27, 2025 6:00 PM**

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**RESOLUTION AWARDING A CONTRACT FOR A ONE STOP  
OPERATOR TO COORDINATE THE NEW JERSEY ONE STOP  
CAREER CENTERS IN THE CUMBERLAND/SALEM/CAPE MAY  
WORKFORCE DEVELOPMENT AREA, RFP #25-08 (CUMBERLAND  
COUNTY IMPROVEMENT AUTHORITY - \$100,000)**

WHEREAS, the County of Cumberland and the Cumberland County Workforce Development Board is in need of a one stop operator to coordinate the New Jersey One Stop Career Centers in the Cumberland/Salem/Cape May Workforce Development Area, RFP #25-08; and

WHEREAS, funds are available for this purpose.

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 the Cumberland County Improvement Authority, 745 Lebanon Road, Millville, NJ 08332.

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 the Cumberland County Improvement Authority, 745 Lebanon Road, Millville, NJ 08332 in the amount of \$100,000 in accordance with the request for proposal/specification documents and the proposal of the contractor for contract period July 1, 2025 through to June 30, 2026. The Cumberland/Salem/Cape May Workforce Development Board via the County, will retain the sole right to renew the contract of two (2) additional one (1) year periods contingent upon adequate funding and vendor performance.

2. That the Director and Clerk of this Board be and the same are hereby authorized and directed to execute the contract hereby awarded.

3. That said contract shall be charged to Line Item Appropriation or Account No. G-02-J5-798-420-999 in the amount of \$100,000 contingent upon adequate funding in the 2025/2026 temporary and/or permanent budgets.

Passed and adopted at a regular meeting of the Board of County Commissioners held at the Cumberland County Administration Building, 164 West Broad Street in Bridgeton, New Jersey on Tuesday, May 27, 2025 at 6:00 p.m., prevailing time.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Victoria Groetsch-Lods, Commissioner
<b>SECONDER:</b>	Sandra Taylor, Commissioner
<b>AYES:</b>	Austino, Albrecht, Romero, Groetsch-Lods, Taylor, Marchand, Sauro

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-B 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-B 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-B 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 (NJDOLE) 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

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7/30/25

FATRICE J BECHTA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50204541

COMMISSION EXPIRES NOV. 15, 2027



**Cumberland Salem Cape May  
Workforce Development Board  
One Stop Operator  
RFP 25-08**

**COMPLETED: 5/7/2025**

CSCM One Stop Operator PROPOSING AGENCY	AVERAGE RATING	REQUESTED FUNDING	APPROVED FUNDING	STATUS	COMMENTS
The Cumberland County Improvement Authority	97.3	\$100,000	\$100,000*	Funded	The committee noted the proposal was very detailed. The timeline for delivery of services was helpful for the committee. The committee found the four-year plan for both industry and administration thorough and had clear pathways in achieving goals set by the proposal. The committee also observed the budget included in-kind support from the agency. It was also noted #2 on page 19 that the One Stop Operator is not able to dictate staffing.

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

**PROPOSAL REVIEW COMMITTEE:**

Jamie Mascony  
Elizabeth Reed  
Jody Williams