

# **COUNTY OF CUMBERLAND**

## **BRIDGETON, NEW JERSEY**

**PROVIDING URINE AND ORAL DRUG LABORATORY TESTING  
SERVICES AND ON-SITE SCREENING & TESTING SUPPLIES FOR THE  
CUMBERLAND COUNTY ALCOHOL AND DRUG ABUSE SERVICES  
OFFICE AND THE CUMBERLAND COUNTY DEPARTMENT OF  
CORRECTIONS**

### **BID # 26-47**

**BID OPENING: FRIDAY, OCTOBER 23, 2026**  
**PREVAILING TIME: 2:30 PM**

**FINANCE DEPARTMENT, DIVISION OF PURCHASING  
OFFICE OF THE PURCHASING AGENT  
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 them as required.**

## **BID NOTICE**

### **COUNTY OF CUMBERLAND, NEW JERSEY**

\*\*\*\*\*

The County of Cumberland invites sealed bids for Providing Urine and Oral Drug Laboratory Testing Services and On-Site Screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections; Bid # 26-47.

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

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

- 1) **Alcohol and Drug Treatment Counseling Programs**
- 2) **Medical Health and Lab Services Equipment and Supplies**
- 3) **Medical/Healthcare**

Bids shall be made on the bid form provided, and in the manner prescribed. They shall be enclosed in sealed envelopes bearing the legend, **Bid for Providing Urine and Oral Drug Laboratory Testing Services and On-Site Screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections; Bid # 26-47**, on the outside. The bids shall be returned to the Office of the Purchasing Agent by **Friday, October 23, 2026, at 2:30 PM** prevailing time, when they will be opened and read in public. Late bids will not be considered.

Bidders 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.

Bidders are required to comply with the requirements of P.L. 1999, c. 238, (N.J.S.A. 34:11-56 et seq.) where applicable.

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

David C. DeWoody  
Purchasing Agent

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## BID CHECKLIST

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

| <b><u>Required with Receipt of Bid</u></b> | <b><u>Item</u></b>                                                                                                               | <b><u>Read, Initialed and Submitted</u></b> |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <u>      X      </u>                       | Official Bid Sheet (Exhibit A)<br>Pursuant to <u>N.J.S.A. 52:25-24.2</u>                                                         | <u>                    </u>                 |
| <u>      X      </u>                       | Statement of Authority (Exhibit B)                                                                                               | <u>                    </u>                 |
| <u>      X      </u>                       | Bid Exceptions Form (Exhibit C)                                                                                                  | <u>                    </u>                 |
| <u>      N/A      </u>                     | Bid Guarantee (Exhibit D)                                                                                                        | <u>                    </u>                 |
| <u>      X      </u>                       | Statement of Corporate Ownership<br>Pursuant to <u>N.J.S.A. 52:25-24.2</u> (Exhibit E)                                           | <u>                    </u>                 |
| <u>      X      </u>                       | EEO/Affirmative Action Compliance<br>Notice Pursuant to <u>N.J.S.A. 10:5-31</u><br>et seq. and <u>N.J.A.C. 17:27</u> (Exhibit F) | <u>                    </u>                 |
| <u>      X      </u>                       | Certification Regarding Debarment<br>(Exhibit H)                                                                                 | <u>                    </u>                 |
| <u>      X      </u>                       | Non-Collusion Affidavit (Exhibit I)                                                                                              | <u>                    </u>                 |
| <u>      X      </u>                       | Acknowledgement of Receipt of<br>Addenda Form Pursuant to<br><u>N.J.S.A. 40A:11-23.2.e.</u> (Exhibit J)                          | <u>                    </u>                 |
| <u>      X      </u>                       | Request for References Form (Exhibit K)                                                                                          | <u>                    </u>                 |
| <u>      X      </u>                       | Vendor Information Sheet (Exhibit L)                                                                                             | <u>                    </u>                 |
| <u>      X      </u>                       | Bidders Data Sheet and Questionnaire<br>(Exhibit M)                                                                              | <u>                    </u>                 |
| <u>      X      </u>                       | Clinical Laboratory Improvement<br>Amendments (CLIA) Certificate                                                                 | <u>                    </u>                 |
| <u>      X      </u>                       | Custom Substances Menu<br>With pricing (provided by vendor)                                                                      | <u>                    </u>                 |

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

| <b><u>Required Prior to Contract Award</u></b> | <b><u>Item</u></b>                                   | <b><u>Read, Initialed Shall Submit</u></b> |
|------------------------------------------------|------------------------------------------------------|--------------------------------------------|
| <u>      X      </u>                           | Iran Investment Activities Disclosure<br>(Exhibit O) | <u>                    </u>                |
| <u>      X      </u>                           | W-9 Form (Exhibit P)<br>(Due prior to award)         | <u>                    </u>                |



**EXHIBIT A**

**OFFICIAL BID SHEET**

**BID SHEET FOR PROVIDING URINE AND ORAL DRUG LABORATORY TESTING SERVICES  
AND ON-SITE SCREENING & TESTING SUPPLIES FOR THE CUMBERLAND COUNTY  
ALCOHOL AND DRUG ABUSE SERVICES OFFICE AND THE CUMBERLAND COUNTY  
DEPARTMENT OF CORRECTIONS**

**BID OPENING: FRIDAY, OCTOBER 23, 2026**  
**PREVAILING TIME: 2:30 PM**

The Purchasing Agent, County of Cumberland, New Jersey: The undersigned hereby offers to contract with the County of Cumberland for Providing Urine and Oral Drug Laboratory Testing Services and On-Site screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections according to the specifications scheduled to be received and opened at **2:30 PM on Friday, October 23, 2026.**

| <b><u>Item</u></b>                                                                                                         | <b><u>Estimated Quantity**</u></b> | <b><u>Unit Price</u></b> | <b><u>Extended Amount</u></b> |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------|-------------------------------|
| A. Thirteen (13) Drug Lab Panel<br>Urine Test Kit with LC/MS*<br>Confirmation Testing Included                             | 0-1,200                            | \$ _____ ea.             | \$ _____ (A)                  |
| B. Eighteen (18) Drug Lab Panel<br>Urine Instant Screen Test Cup                                                           | 0-2,000                            | \$ _____ ea.             | \$ _____ (B)                  |
| C. Confirmation Testing of<br>Eighteen (18) Drug Lab Panel<br>Urine Instant Screen Test Cup<br>LC/MS* Confirmation Testing | 0-600                              | \$ _____ ea.             | \$ _____ (C)                  |

**Note: If you offer a bundled price on Item # B, Eighteen (18) Drug Lab Panel Urine Instant Screen Test Cup with LC/MS\* Confirmation Testing included, please note on Exceptions Form and enter zero (0) on Item # C.**

|                                                                                       |       |              |              |
|---------------------------------------------------------------------------------------|-------|--------------|--------------|
| D. Alcohol (ETOH)<br>Oral Swab Tests                                                  | 0-200 | \$ _____ ea. | \$ _____ (D) |
| E. Confirmation Testing of<br>Alcohol (ETOH) Oral Swab<br>LC/MS* Confirmation Testing | 0-50  | \$ _____ ea. | \$ _____ (E) |
| F. Xylazine Dip Test                                                                  | 0-200 | \$ _____ ea. | \$ _____ (F) |
| G. Xylazine Dip Test<br>LC/MS* Confirmation Testing                                   | 0-200 | \$ _____ ea. | \$ _____ (G) |
| H. Medetomidine Dip Test                                                              | 0-200 | \$ _____ ea. | \$ _____ (H) |
| I. Medetomidine Dip Test<br>LC/MS* Confirmation Testing                               | 0-200 | \$ _____ ea. | \$ _____ (I) |

J. Custom Substances Request with  
LC/MS\* Confirmation Testing 0-200 \$ \_\_\_\_\_ ea. \$ \_\_\_\_\_ (J)

**Note: If the bidder offers a bundled price on Item(s) # D., F., and/or H., please note on Exceptions Form and enter zero (0) on coinciding Item(s) # E., G. and/or I.**

**\*Use the high end of the estimated quantity when extending your unit prices**

**TOTAL LUMP SUM BID (A+B+C+D+E+F+G+H+I+J) = \$ \_\_\_\_\_**  
**(In Numerals)**

**TOTAL LUMP SUM BID (A+B+C+D+E+F+G+H+I+J) =**  
\_\_\_\_\_  
**(In Words)**

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

Do you have any exceptions to the specifications? No \_\_\_\_\_ Yes \_\_\_\_\_. If yes, fully complete the Bid Exceptions Form Exhibit C.

Have you included with your bid submission all of the items identified in the Bid Checklist on Page 4? Yes \_\_\_\_\_ No \_\_\_\_\_. If no, your bid may be rejected as non-responsive.

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

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

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

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

**END OF OFFICIAL BID SHEET**

**EXHIBIT B**

**STATEMENT OF AUTHORITY**

BID SUBMITTED FOR:

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

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

\_\_\_\_\_

BID 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 bid.**

## **EXHIBIT C**

### **BID EXCEPTIONS FORM**

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

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

Please note that failure by the bidder to note and describe below exceptions to the bid specifications shall in no way provide relief to contractors supplying products or materials which do not meet the bid 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 bid 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 bid 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 bid 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 bid still meets the requirements of this specification:

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**EXCEPTION # 5:** Describe here with specificity the exact nature of your Exception # 5:

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Describe here with specificity how with Exception # 5 your bid still meets the requirements of this specification:

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**EXCEPTION # 6:** Describe here with specificity the exact nature of your Exception # 6:

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---

Describe here with specificity how with Exception # 6 your bid 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 BID SUBMISSION**

Form Completed by: \_\_\_\_\_  
(Print Name)

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

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

**EXHIBIT D**

**(Not Required For this Bid)**

**SAMPLE FORM OF BID BOND**

A. We, the undersigned

\_\_\_\_\_ as Principal and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto  
\_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), lawful money of the United States for the payment of which well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to  
the \_\_\_\_\_,

a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a  
contract in writing for the (insert type of work)

\_\_\_\_\_.

C. NOW THEREFORE:

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and  
deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons  
performing labor or furnishing materials in connection therewith, and shall in all respects perform the  
agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall  
remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and  
all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its  
bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept  
such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and  
such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed  
by their proper officers, the day and year set forth above.

\_\_\_\_\_(L.S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
BY

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not  
by the individual or company submitting the bid.

**EXHIBIT E**  
**STATEMENT OF OWNERSHIP DISCLOSURE**  
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal. 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 F**

### **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 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 G**

### **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 thereto, 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 H**

**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.

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

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

\_\_\_\_\_  
(Date)

## **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 I**

**NON-COLLUSION AFFIDAVIT**

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

SS:

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

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(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 J**

**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><br>(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 K**

### **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

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 L**

**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 bid:

Name of Business: \_\_\_\_\_

Correspondence Address, including zip code:

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

Purchase Order Address, including zip code:

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

Payment Address, including zip code:

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

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

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

**EXHIBIT M**

**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:

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

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

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Name and telephone numbers of personnel who can be contacted if problems or emergencies arise:

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

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Describe the methodology you propose to use for the confirmation of positive tests: \_\_\_\_\_

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## **EXHIBIT N**

### **1 GENERAL INSURANCE REQUIREMENTS**

#### **(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 O**

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

**Bid/RFP Number** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

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**PART 1: CERTIFICATION. BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

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

**PLEASE CHECK THE APPROPRIATE BOX:**

- ☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification of its behalf.

**OR**

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

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**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 O 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 P  
**Request for Taxpayer  
Identification Number and Certification**  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                        | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Requester's name and address (optional)                                                                                                                                                                                                                                                                            |
|                                                        | <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                    |
| <b>7</b> List account number(s) here (optional)        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  |   |   |  |  |   |  |  |  |  |  |  |  |   |  |  |  |   |  |  |  |           |  |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|---|---|--|--|---|--|--|--|--|--|--|--|---|--|--|--|---|--|--|--|-----------|--|--|--|--|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|
| <b>Part I Taxpayer Identification Number (TIN)</b><br><br>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 <i>How to get a TIN</i> , later.<br><br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <table><tr><td colspan="10"><b>Social security number</b></td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td></tr><tr><td colspan="12"><b>or</b></td></tr><tr><td colspan="12"><b>Employer identification number</b></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> | <b>Social security number</b> |  |   |   |  |  |   |  |  |  |  |  |  |  | - |  |  |  | - |  |  |  | <b>or</b> |  |  |  |  |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | - |  |  |  |  |  |  |
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  |   |   |  |  |   |  |  |  |  |  |  |  |   |  |  |  |   |  |  |  |           |  |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  | - |   |  |  | - |  |  |  |  |  |  |  |   |  |  |  |   |  |  |  |           |  |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |
| <b>or</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  |   |   |  |  |   |  |  |  |  |  |  |  |   |  |  |  |   |  |  |  |           |  |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |
| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  |   |   |  |  |   |  |  |  |  |  |  |  |   |  |  |  |   |  |  |  |           |  |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |  |   | - |  |  |   |  |  |  |  |  |  |  |   |  |  |  |   |  |  |  |           |  |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                               |                  |                                 |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------|---------------------------------|-------------|
| <b>Part II Certification</b><br><br>Under penalties of perjury, I certify that:<br><br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><br><b>Certification instructions.</b> 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. | <table><tr><td><b>Sign Here</b></td><td><b>Signature of U.S. person</b></td><td><b>Date</b></td></tr></table> | <b>Sign Here</b> | <b>Signature of U.S. person</b> | <b>Date</b> |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Signature of U.S. person</b>                                                                               | <b>Date</b>      |                                 |             |

## 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).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

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

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

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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

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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. 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, enter it on line 2.

### Line 3a

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

| IF the entity/individual on line 1 is a(n) . . .                             | THEN check the box for . . .                                            |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| • Corporation                                                                | Corporation.                                                            |
| • Individual or                                                              | Individual/sole proprietor.                                             |
| • Sole proprietorship                                                        |                                                                         |
| • LLC classified as a partnership for U.S. federal tax purposes or           | Limited liability company and enter the appropriate tax classification: |
| • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | P = Partnership,<br>C = C corporation, or<br>S = S corporation.         |
| • Partnership                                                                | Partnership.                                                            |
| • Trust/estate                                                               | Trust/estate.                                                           |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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).

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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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN](http://www.irs.gov/EIN). 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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)                                      | The grantor-trustee <sup>1</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                          | 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 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     |
| 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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to [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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**EXHIBIT Q**  
**CONFLICT OF INTEREST POLICY – 06/15/2021**

**I. Purpose**

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

**II. Policy**

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

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

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

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

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

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

1. No local government officer, employee, or member of their immediate family shall engage in activity that is in substantial conflict with the proper discharge of their duties in the public interest.
2. No independent local authority shall, for a period of one year next subsequent to the termination of office of a member of that authority:
  - a. Award a contract which is not publicly bid to a former member (or any organization they hold a benefitting interest in) of that authority.

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

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

- 1. promotional items;
- 2. honorariums for participation in meetings; or

3. meals furnished at banquets.

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

### **III. Violation**

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

**EXHIBIT R**  
**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.

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*(Attach Additional Sheets If Necessary.)*

|                                                                  |                              |
|------------------------------------------------------------------|------------------------------|
| <hr/> Signature of Vendor's Authorized Representative            | <hr/> Date                   |
| <hr/> Print Name and Title of Vendor's Authorized Representative | <hr/> Vendor's FEIN          |
| <hr/> Vendor's Name                                              | <hr/> Vendor's Phone Number  |
| <hr/> Vendor's Address (Street Address)                          | <hr/> Vendor's Fax Number    |
| <hr/> Vendor's Address (City/State/Zip Code)                     | <hr/> Vendor's Email Address |

<sup>i</sup> 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).

# **COUNTY OF CUMBERLAND, NEW JERSEY**

## **GENERAL INSTRUCTIONS AND CONDITIONS**

### **1. BID SUBMISSION**

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

**Finance Department, Division of Purchasing**  
**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 insure that their complete bid submission is delivered to the location and at the date and time listed herein. The County accepts no responsibility for bids that are not delivered to the location and/or at the date and time listed herein.

The envelope shall be prominently marked:

**Bid for Providing Urine and Oral Drug Laboratory Testing Services and On-Site Screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections, Bid # 26-47.**

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

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

Following selection of a firm, all proposals, properly identified proprietary information excepted, shall be subject to public scrutiny and Court Order. Each firm submitting a proposal must therefore clearly designate any information it provides that it deems to be proprietary. Any such designation must be both reasonable and limited in scope. In any case, disclosure or non-disclosure of such information shall be subject to subpoena, court order, applicable statutes to include by way of example FOIA and OPRA as well as case law and shall be released in the discretion of the County with as much written notice as reasonably practicable to vendor if permitted by law and vendor may thereupon take any action it deems necessary and appropriate. Vendors are instructed to submit accordingly.

### **3. BID CHECKLIST**

The items and/or forms required herein shall be reviewed and submitted with your bid. 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 bid package and provide those documents that are required.

### **4. OFFICIAL BID SHEET**

**(Required on all Bids)**

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

**5. STATEMENT OF AUTHORITY**

**(Required on all Bids)**

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. BID EXCEPTIONS FORM**

**(Required on all Bids)**

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

**7. BID GUARANTEE**

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

When required, a bid bond (sample provided as exhibit), cashier's check, or certified check payable to the County of Cumberland, for ten (10) percent of the total amount of the Bid, but not to exceed \$20,000.00, shall accompany each Bid. The Bid security shall be subject to forfeit and retention by the County of Cumberland in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond, if required, within ten (10) days after the County has tendered a contract.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

**8. STATEMENT OF CORPORATE OWNERSHIP**

**(Required on all Bids)**

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 bid, 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.

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.

**9. EEO/AFFIRMATIVE ACTION REQUIREMENTS**

**(Required on all Bids)**

Goods, Professional Services and General Service Contracts.

Bidders 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 bidder to execute, complete and include with their bid submission the EEO/Affirmative Action Compliance Notice on the exhibit shall cause their bid to be rejected as non-responsive.

**10. 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.

**11. AMERICANS WITH DISABILITIES ACT LANGUAGE**

**(Required on all Bids)**

As provided herein, and as provided in the bid 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 bid and subsequent contract as appropriate.

**12. CERTIFICATION REGARDING DEBARMENT**

**(Required on all Bids)**

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

**13. NON-COLLUSION AFFIDAVIT**

**(Required on all Bids)**

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

**14. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**(Required on all Bids)**

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.

**15. REQUEST FOR REFERENCES FORM**

**(Required for this bid: Yes   X   No       )**

Bidders shall complete and include with their bid 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.

**16. VENDOR INFORMATION SHEET**

**(Required on all Bids)**

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.

**17. BIDDERS DATA SHEET AND QUESTIONNAIRE**

**(Required for this bid: Yes   X   No       )**

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

**18. NEW JERSEY BUSINESS REGISTRATION**

**(Required on all Bids)**

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-1 et 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

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#:  
970-097-382/500  
ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611  
EFFECTIVE DATE:  
01/01/01  
FORM-BRC(08-01)

TRADE NAME:  
CLIENT REGISTRATION  
SEQUENCE NUMBER:  
0107230  
ISSUANCE DATE:  
07/14/04

Acting Director  
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

## 19. CONTRACTORS INSURANCE REQUIREMENTS

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

## 20. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Required on all Bids)

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.

**21. FORM W-9**

**(Required on all Bids)**

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

**22. 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.

**23. VENDOR DIRECT DEPOSIT AUTHORIZATION**

Vendor Direct Deposit Authorization is available to the awarded vendor/vendors; if they desire instead of a paper check. Please reach out to the Finance Department, Purchasing Division to have the Vendor Direct Deposit Authorization Form sent to you.

**24. RESERVATIONS**

Contracts shall be awarded to the lowest responsive and responsible bidder. The Board of County Commissioners reserves the right to reject any and all bids and to waive minor discrepancies therein. The Board of County Commissioners also reserves the right to split bids, award individual items, or to award groups of items and categories of items.

**25. QUANTITY**

Unless otherwise specified on the Bid Form or in the Special Instructions for individual classes of commodities, the quantities listed are approximate only and the County does not guarantee to purchase any definite, minimum, or maximum quantities.

**26. TIME FOR MAKING AWARDS**

The County of Cumberland normally awards contracts or rejects all bids within thirty (30) days, but in no case more than 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 bids held for consideration for a longer period.

**27. 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 brought against it, growing out of that 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.

**28. PRICES**

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

Bid 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.

**29. TAXES**

The County is exempt from all Federal and State Taxes.

**30. QUESTIONS**

Questions concerning this bid shall be directed in writing to the Cumberland County Purchasing Department, Attention: David C. DeWoody, Purchasing Agent, either by facsimile at (856) 451-0967 or by email at [davidde@cumberlandcountynj.gov](mailto:davidde@cumberlandcountynj.gov) and copy [gwensc@cumberlandcountynj.gov](mailto:gwensc@cumberlandcountynj.gov), and [caroldo@cumberlandcountynj.gov](mailto:caroldo@cumberlandcountynj.gov). Questions must be submitted by **Friday, October 9, 2026, at 12:00 p.m.** Questions received after this date and time will not be answered.

**31. 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.

**32. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE**

Pursuant to N.J.S.A. 40A:11-18, only manufactured and farm products of the United States wherever available, shall be used in the execution of the work or supply of goods as specified herein.

**33. PURCHASING FROM STATE CONTRACT**

The County reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) or other arrangement precluded from bid laws if it is in the County of Cumberland's best interest to do so.

**34. 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.

**35. 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 bid fully conforms to the specifications in every instance. The decision by the Cumberland County Purchasing Agent for the County of Cumberland as to whether a bid alternative or substitute is in fact equal, shall be final and without recourse.

Bid 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 bid.

**36. 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.

**37. RETURN OF CONTRACT**

Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the County, in his bid security being forfeited to the County as liquidated damages and not as a penalty.

**38. DIFFERENCES**

The County may, after bids are opened, request from any vendor, clarification of any statement or information contained in their bid. 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.

**39. 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.

**40. 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 bid document, entitled "Acknowledgment of Receipt of Addenda, EXHIBIT J", and must return this form with their bid 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.

**41. 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 bid of the next lowest responsible bidder. A copy of this contract is available for your review in the Cumberland County Purchasing Department.

**42. NEW JERSEY LAWS**

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

**43. FACSIMILE BIDS**

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

**44. TIE BIDS**

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

**45. MAILED BIDS**

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

**46. 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.**

**47. 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.

**48. 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.

**49. 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.

**50. WITHDRAWAL OF BIDS**

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

**51. 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).

**52. SPECIFICATION CHALLENGE**

Any prospective bidder who wishes to challenge a bid 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 bids. 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).

**53. PAYMENTS**

County of Cumberland purchases, payment for delivery of services will be made within seven (7) days following the next regular monthly meeting of the Board of County Commissioners subsequent to said delivery. Bills are to be presented to the various institutions (in duplicate,) on County billing forms on or before the third day of the month after delivery of the products is made.

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

**54. PROMPT PAYMENT ACT**

Contracts consisting of quotes, Purchase Orders, and bids, for the improvement of real property and related design professional contracts are subject to the prompt payment provisions of C. 2A: 30A-1, et seq., as amended (P.L. 2006, c. 96).

**55. RETAINAGE**

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.

**56. CONTRACT RECORDS**

The contract partner, as that term is defined pursuant to N.J.A.C 19:70-1.2, shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.” Under N.J.A.C. 19:70-3.1 the definition of “contract” includes “any amendments, extensions, modifications, or change orders thereto or renewals thereof.

## **57. 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.

## **58. 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.

Successful proposer shall notify the County immediately in the event of suspension, revocation or any change in status, or in the event of initiation of any action in status, of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the awarded contract, provide the County with proof of renewal of any license for any of the proposer's employees, which renewals occur during the term of the contract.

## **59. 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.

## **60. TARIFF'S**

**Tariff Fee Documentation:** "All applicable tariff fees must be clearly itemized and supported by official documentation from the relevant regulatory authority."

**Non-Markup Clause:** "The County shall not pay any markup charges beyond the tariff fee as established by regulatory guidelines."

**Compliance Requirement:** "Vendors must comply with all applicable tariff regulations and provide proof of adherence upon request."

**Bidders should clearly indicate their prices plus applicable tariff increase on subject goods from day of proposal forward.**

**61. THE WALL (NJDOL/OSEC)**

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

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

**62. 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.

## **TECHNICAL SPECIFICATIONS**

### **PROVIDING URINE AND ORAL DRUG LABORATORY TESTING SERVICES AND ON-SITE SCREENING & TESTING SUPPLIES FOR THE CUMBERLAND COUNTY ALCOHOL AND DRUG ABUSE SERVICES OFFICE AND THE CUMBERLAND COUNTY DEPARTMENT OF CORRECTIONS**

#### **1. INTENT**

The Board of County Commissioners of the County of Cumberland intends to award one (1) contract for Providing Urine and Oral Drug Laboratory Testing Services and On-Site Screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections.

The conditions and requirements of these specifications are intended to be open and nonrestrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the lowest responsible, responsive bidder.

**The County shall award one (1) contract for the provision of these services.**

**The contract shall be awarded to the lowest, responsible, responsive bidder.**

#### **2. QUALIFICATION OF BIDDER**

Bids for the provision of the services described herein shall be considered only from vendors not listed on any debarred list published by the State of New Jersey.

Bidders shall include with their bid submission the names of a minimum of three (3) references where they have provided the services described herein.

Bidders shall include with their bid submission a description of the experience, qualifications and abilities of their firm and employees to provide the services described herein.

#### **3. SCOPE OF WORK**

The County is interested in entering into a contract with a qualified, responsible bidder(s) who is able to Provide Urine and Oral Drug Laboratory Testing Services and On-Site Screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections as herein described and specified.

#### **4. CONTRACTOR REQUIREMENTS**

The successful bidder (contractor) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written consent and approval of the County.

The successful bidder (contractor) shall maintain a current and valid Clinical Laboratory Improvement Amendments (CLIA) certificate for all testing performed under this contract and shall comply with all applicable federal and State of New Jersey laboratory requirements throughout the contract period.

The laboratory shall demonstrate participation in, or the ability to obtain and maintain participation with the NJ FamilyCare Managed Care Organizations serving the County's clients, including Aetna Better

Health of New Jersey, Fidelis Care, Horizon NJ Health, United Healthcare Community Plan, and Wellpoint, as applicable.

When applicable, the laboratory agrees to directly bill the client's MCO for processing the submitted testing samples and not the County of Cumberland. Further, the laboratory agrees to share all specimen findings and results with the County of Cumberland within the same turnaround time period and format as all other samples submitted to be paid for by the County of Cumberland (See 8.1).

The contractor and his employees engaged in performance of work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the County and the acts and omissions of such employees shall be deemed to be those of the contractor. The contractor shall hold harmless the County and its employees from and against any and all losses, claims, demands, judgments, cost and expenses of every nature of any kind, arising out of or incidental to or in any way resulting from the acts or omission of the contractor or his employees while acting within the scope of their employment.

Contractors shall be paid for performance of the services as described and allowed herein, and as mutually agreed to, and shall not seek, and shall not be reimbursed, for any fee or service not described or allowed in this specification or mutually agreed to, including but not limited to, tolls, mileage fees, overtime rates, etc.

The contractor shall familiarize himself, in detail, with the total requirements of this contract and shall be required to closely monitor and inspect all work to insure compliance with these requirements.

## **5. CONTRACT PERIOD**

This contract shall commence **December 1, 2026**, and terminate **November 30, 2027**. The County has the sole option to renew this contract for two (2) additional one (1) year terms as conditioned in N.J.S.A. 40A:11-15 and upon mutual agreement of the parties.

## **6. LAWS AND ORDINANCES**

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

## **7. GENERAL INSTRUCTIONS**

It shall be the contractor's responsibility to ensure that their employees are fully qualified to provide the services required for this contract.

The contractor shall supervise and direct all work. The contractor shall be solely responsible for methods, techniques, sequences, procedure and coordination of all phases of the work under this contract.

The contractor shall provide all labor, materials, equipment, tools and services necessary for the proper execution and completion of the work described herein.

All work shall be performed in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal Governments and all Departments and Bureaus having jurisdiction.

The contractor shall be required to cooperate with other contractors who may be providing related services/equipment at the various project sites in order to insure seamless integration of said related services/equipment.

## **8. DESCRIPTION OF SERVICES**

The County of Cumberland is interested in entering into a contract with a vendor who is qualified and licensed to Provide Urine and Oral Drug Laboratory Testing & Screening Services including Confirmation Testing and On-Site Screening & Testing Supplies for the Cumberland County Alcohol and Drug Abuse Services Office and The Cumberland County Department of Corrections when required and/or requested by authorized personnel of said Cumberland County Departments as required.

The number of tests provided herein is for bid purposes only and are good faith estimates as to the quantity of tests which may be required and in no way represent any minimum or maximum number of tests which the County shall be obligated to purchase. The contractor shall be compensated for the number of tests actually provided. The laboratory shall process testing and provide results for every specimen submitted. The County of Cumberland shall not pay the laboratory for services rendered to those receiving Medicaid. The laboratory shall directly bill Medicaid for those services rendered.

### **8.1 DRUG TESTING SERVICES**

#### **Specimens Sent to Laboratory for Analysis**

The contractor shall be required to provide a Thirteen (13) Drug Lab Panel Urine Test Kit with LC/MS confirmation testing that consists of a combination of the all of the following: 1) alcohol (ethanol); 2) amphetamines; 3) barbiturates; 4) benzodiazepines; 5) cocaine; 6) opiates; 7) PCP; 8) THC; 09) fentanyl; 10) methadone; 11) buprenorphine (Suboxone); 12) kratom and 13) MDMA. The contractor may offer additional testing in the panel at no additional cost, however, may not provide less than the Thirteen (13) specific substances itemized here.

The contractor shall provide the ability to substitute individual analytes or provide alternate testing configurations at the County's request, at the bid price or specified differential, as drug trends change.

Confirmation testing shall be performed as a follow-up procedure designed to validate positive test results. Contractors shall provide a bundled price for the drug screening and confirmation testing. The confirmation testing shall be performed using Liquid Chromatography-Mass Spectrometry (LC/MS). The drug molecules shall be separated by physical characteristics, identified based on their chemical "fingerprint".

To ensure optimal clinical results, the successful bidder shall utilize an OVERNIGHT SHIPPING VENDOR to pick up specimens to be sent to its laboratory for analysis at least three times per business week. The contractor shall report negative test results to the County within twenty-four (24) hours after receipt of the specimen; confirmed positives shall be reported within forty-eight (48) hours after receipt of the specimen.

Bidders shall describe in the Bidders Data Sheet and Questionnaire on Page 24 the methodology they propose to use for the confirmation of positive tests. The County reserves the right to reject bids as non-responsive for failure to provide this information and/or if the methodology is unacceptable to the County.

The contractor shall be required to test each specimen for creatinine in order to rule out possible specimen dilution.

#### **Instant Cup and Oral Testing Devices and Supplies**

The contractor shall be required to provide an Eighteen (18) Drug Lab Panel Urine Instant Screen Test Cup including all the following: 1.) Etg (80-hour alcohol); 2.) amphetamine; 3.) barbiturates;

4.) benzodiazepines; 5.) buprenorphine; 6.) cocaine; 7.) marijuana; 8.) MDMA; 9.) methadone; 10.) methamphetamine; 11.) morphine/opiates; 12.) oxycodone; 13.) phencyclidine; 14.) K2; 15.) fentanyl; 16.) Kratom; 17.) Tramadol; 18.) Psilocybin. The contractor may offer additional testing in the panel at no additional cost, however, may not provide less than the Eighteen(18) specific substances itemized here.

The contractor shall provide the ability to substitute individual analytes or provide alternate instant cup panel configurations at the County's request, at the bid price or specified differential, as drug trends change.

The contractor shall provide alcohol swab testing and LC/MS\* Confirmation Testing, if requested.

The contractor shall provide dip tests for Xylazine, Medetomidine and LC/MS\* Confirmation Testing, if requested.

Upon request of the clinical supervisor or director of the County Departments, LC/MS confirmation testing of a positive Eighteen (18) Drug Lab Panel Urine Instant Screen Test Cup, Alcohol (ETOH) Test Swab, Xylazine Dip and/or Medetomidine Dip Confirmation Testing will be provided by the contractor.

“Custom Substances” refers to a request to test urine samples for substances that are not on the Thirteen (13) Drug Lab Panel Urine Test Kit, Eighteen (18) Drug Lab Panel Urine Instant Screen Test Cup, Alcohol Swab Test, Xylazine Dip Test and/or Medetomidine Dip Test.

The contractor shall provide a custom substances menu with per pricing.

The contractor shall provide all urine collection supplies and shipping supplies/services necessary for the complete provision of these services, including but not limited to, requisition forms, specimen labels, substance abuse test devices, urine specimen bottles/beakers, chain of custody forms, security seals, prepaid overnight bags and boxes, shipping, handling, etc.

The County shall make every effort to ensure that a minimum of five (5) specimens are sent in each overnight lab pack bag or box. There shall, however, be no additional charges for shipments containing less than five (5) specimens.

The contractor shall not request and the County shall not pay any shipping charges, re-stocking fees, urine collection supplies and/or any shipping supply/service fees, etc.; the contractor shall include any and all such associated charges in their unit test prices indicated in the Official Bid Sheet. The County shall only pay the per test prices listed in the Official Bid Sheet for the number of tests actually provided.

The contractor shall report negative test results to the County within twenty-four (24) hours after receipt of the specimen; confirmed positives shall be reported within forty eight (48) hours after receipt of the specimen.

The contractor shall report confirmed positives by Liquid Chromatography-Mass Spectrometry (LC/MS) to the County within forty-eight (48) hours after receipt of the specimen or after a County request for Liquid Chromatography-Mass Spectrometry (LC/MS) confirmation.

The contractor must have a secure website whereby the County may access reports. The contractor shall also provide reports to the County in hard copy format via regular mail or facsimile transmission upon request at no additional charge to the County.

The contractor shall provide any and all information and/or documentation requested by the County with respect to the services described herein. The contractor shall provide access to all records, books, reports and/or other related data to the County and/or their authorized agents.

The County shall reject and return defective and/or non-conforming products and/or orders. There shall be no fees charged to the County, including but not limited to shipping fees, return fees, restocking fees, etc. for the return of any such products and/or orders.

## **8.2 STAFFING REQUIREMENTS**

It shall be the responsibility of the contractor to ensure that all personnel employed by the contractor and involved in the scope of the contract shall have all necessary local, State of New Jersey, and/or Federal certifications and/or licenses necessary to perform their specific duties.

## **8.3 EQUIPMENT**

It shall be the responsibility of the contractor to provide all equipment necessary for the full completion of this contract and to insure that all equipment involved in the performance of the contract, meets or exceeds all local, State of New Jersey, and/or Federal requirements.

## **8.4 OFFICE LOCATION AND CONTACTS**

Once awarded, this contract shall be enforced by the Cumberland County Alcohol and Drug Abuse Services Office with communications directed as follows:

Cumberland County Alcohol and Drug Abuse Services Office  
70-74 W. Broad Street  
Bridgeton, New Jersey 08302  
Attn: Robin Haaf  
Phone: (856) 451-3727  
Fax: (856) 455-9706

**OR**

Once awarded, this contract shall be enforced by the Cumberland County Department of Corrections with communications directed as follows:

Cumberland County Department of Corrections  
PO Box 717  
54 West Broad Street  
Bridgeton, New Jersey 08302  
Attn: Gloribel G. Celaya  
Phone: (856) 460-8134  
Fax: (856) 453-9501

## **8.5 CONTRACTOR PAYMENT**

The contractor shall be paid monthly upon submission of a detailed invoice directed as follows:

Cumberland County Alcohol and Drug Abuse Services Office  
70-74 W. Broad Street  
Bridgeton, New Jersey 08302  
Attn: Robin Haaf  
Phone: (856) 451-3727

Fax: (856) 455-9706

**OR**

Cumberland County Department of Corrections  
PO Box 717  
54 West Broad Street  
Bridgeton, New Jersey 08302  
Attn: Gloribel G. Celaya  
Phone: (856) 460-8134  
Fax: (856) 453-9501

## **8.6 DOCUMENTATION**

It shall be the contractor's responsibility to maintain all necessary documentation as required under Local, State, and Federal Laws.