

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY



REQUEST FOR PROPOSALS

RFP-21-26

PROFESSIONAL SERVICES
GENERAL LEGAL COUNSEL

PROPOSAL OPENING: Thursday, July 16, 2026 at 2:00 p.m.

PROPOSALS TO BE OPENED AT CMCMUA ADMINISTRATIVE OFFICES
1523 Route 9 North, Cape May Court House, New Jersey 08210

TABLE OF CONTENTS
RFP-21-26

<u>Section</u>		<u>Pages</u>
Section I	Advertisement for Request for Proposals	
Section II	General Instructions to Proposers	1 – 15
Attachment A	Exhibit A - Mandatory Equal Employment Opportunity Language	
	Affirmative Action Employee Information Report (Form AA302)	
	Instructions for Completing the Initial Project Workforce Report (Form AA302)	
	Sample Certificate of Employee Information Report	
	Sample Federal Letter of Approval	
Section III	Specific Instructions to Proposers – Insurance Requirements	1 – 5
	Required Insurance Documentation	1 – 4
Section IV	Technical Requirements	1 – 4

PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED WITH PROPOSAL

Proposer's Checklist (Document #1)
One (1) original (with original signature documents in INK)
and three (3) copies and one (1) electronic copy
(DVD-CDROM-USB FLASH DRIVE) of the Proposal which
includes the Evaluation Criteria as per Minimum Requirements
Statement of Ownership Disclosure (Document #2)
Non-Collusion Affidavit (Document #3)

PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED PRIOR TO CONTRACT AWARD OR SOONER

Checklist (Document A)
New Jersey Business Registration Certificate
Disclosure of Investment Activities in Iran
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
IRS Form W-9

PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED AFTER CONTRACT AWARD OR WITH THE EXECUTED CONTRACT

Checklist (Document B)
Mandatory Affirmative Action
Insurance Certificates

SECTION I.
ADVERTISEMENT FOR REQUEST FOR PROPOSALS

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

**Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210
(609) 465-9026**

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Cape May County Municipal Utilities Authority, 1523 Route 9 North, Cape May Court House, NJ up to **2:00 p.m.** prevailing time, on **Thursday, July 16, 2026** at which time the Proposals will be publicly unsealed and the contents announced for the following:

RFP-21-26

**Professional Services
General Legal Counsel**

All Proposal Documents are available for download upon completion of Vendor registration at www.cmcmua.com or can be made available by contacting the CMCMUA at info@cmcmua.com.

Proposals must be enclosed in an opaque, sealed envelope and plainly marked with the Name and Number of the RFP and contain the Name and Address of the Proposer on the envelope, pursuant to General Instructions to Proposers, Item I – Submission of Proposals.

Proposals may be hand delivered to the CMCMUA by placing the Proposal in the drop box located to the left of the front entrance of the CMCMUA's Administration Building, 1523 Route 9 North, Cape May Court House or may be submitted via certified mail or overnight delivery. The Authority assumes no responsibility for Proposals received after the designated time and date, and will return late Proposals to the Proposer unopened.

Members of the public may witness the unsealing and announcement of Proposal contents in the CMCMUA Administration Building or through YouTube Livestream at: <https://www.youtube.com/channel/UCoJZ-M289FL1v7bw6WQgwyA>. Proposal documents will be made available to attendees for inspection after all Bids and/or RFPs scheduled for the day have been opened.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and of N.J.A.C. 17:27-1 et seq.

This Request for Proposal is being solicited through a fair and open process in accordance with the requirements of N.J.S.A. 19:44A-20.4.

Dated: June 22, 2026



Jessica L. Baird, QPA
Purchasing Agent



Joseph V. Rizzuto
Executive Director

SECTION II.
GENERAL INSTRUCTIONS TO PROPOSERS

SECTION II
GENERAL INSTRUCTIONS TO PROPOSERS

I. SUBMISSION OF PROPOSALS

- A. Sealed Proposals shall be received by the Cape May County Municipal Utilities Authority, hereinafter referred to as "Owner", in accordance with the public advertisement as published on the Owner's website (www.cmcmua.com), with a copy of the public advertisement being attached hereto and made a part of this Request for Proposals ("RFP").
- B. Sealed Proposals shall be received by the Owner at the time and location of the Proposal opening as stated in the public advertisement, and at such time and place will be publicly opened and read aloud.
- C. The Proposal shall be submitted in a sealed opaque envelope and/or package: (1) addressed to the Owner, (2) bearing the name and address of the Proposer written on the face of the opaque envelope and/or package, and (3) clearly marked "PROPOSAL" with the RFP title and RFP number of the Proposal being submitted and the time and date of the Proposal opening. If the sealed envelope bearing the Proposal is enclosed in a separate envelope and/or packaging, the outermost envelope and/or package shall be clearly marked with "PROPOSAL ENCLOSED", RFP title and RFP number of the Proposal being submitted and the time and date of the Proposal opening.
- D. It is the Proposer's responsibility to present its Proposal to the Owner prior to or at the time, the date, and at the place designated. Proposals may be hand delivered or mailed; however, the Owner disclaims any responsibility for Proposals forwarded by regular or overnight mail. Proposals received after the designated time and date **WILL NOT** be accepted and will be returned unopened.
- E. Address of the Owner:

Cape May County Municipal Utilities Authority
Attn: Purchasing Agent
1523 Route 9 North
Cape May Court House, NJ 08210

- F. Sealed Proposals forwarded to the Owner before the time of opening of Proposals may be withdrawn upon written application of the Proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the Proposal. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days, except that the Proposals of any of the Proposers who consent thereto may, at the request of the Owner, be held for such longer periods as may be agreed.
- G. More than one Proposal from an individual, a Firm or Partnership, a Corporation or Association under the same names shall not be considered.
- H. All prices and amounts must be written in **INK** or preferably machine-printed on the Proposal Form furnished with the RFP, if said Proposal Form is a part of this Proposal. (see Document #1, Proposer's Checklist.)
- I. Each Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the Proposer, and be signed in **INK** by an authorized representative as follows:
- Proposals by Partnerships must be signed in the Partnership name by one of the members of the Partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Proposals by Corporations must be signed in the legal name of the Corporation and must contain the signature and designation of the President, Secretary or other person authorized to bind the Corporation in the matter.

- Proposals by Sole Proprietorships shall be signed by the Proprietor.
 - When requested, satisfactory evidence of the authority of the Officer signing shall be furnished.
- J. All signatures on all forms must be signed in **INK**.
- K. Proposer should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Proposers. It is a serious crime for the Proposer to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Proposer commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Proposer should consult the statutes or legal counsel for further information.
- L. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an Annual Disclosure Statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- M. The RFP is available for download on the Owner's website www.cmcmua.com at no cost, upon completion of registration. The RFP can be examined at the address of the Owner during normal business hours. The Owner is not responsible for third party supplied RFPs or documents; therefore, the Owner urges interested parties to register with the Owner through the Owner's website. RFP revisions and/or other clarifications, if any, will be issued to registered users.

II. INTERPRETATIONS

- A. The Proposer understands and agrees that its Proposal is submitted on the basis of the RFP prepared by the Owner. The Proposer accepts the obligation to become familiar with the requirements of the RFP.
- B. Proposers, unless specifically directed in the Proposal, are not to seek information from Owner's employees.

III. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in the RFP are to acquaint Proposers with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. When the phrase "brand name or equivalent" is utilized in the RFP, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested.
- C. Where a Proposer submits an equivalent, it shall be the responsibility of the Proposer to document the equivalence claim no matter how slight. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

- D. The Owner reserves the right to establish the equivalency of a product which, in its deliberations, best meets the intentions and need of the Owner.
- E. In submitting its Proposal, the Proposer certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark. The Successful Proposer shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Owner harmless from any damages resulting from such infringement.
- F. The Successful Proposer shall guarantee any or all goods and services supplied under the Proposal. Defective or inferior goods shall be replaced at the expense of the Successful Proposer. The Successful Proposer will be responsible for return freight or restocking charges.
- G. All services delivered under the Proposal shall be to the satisfaction of the Owner, who reserves the right to confirm the amount, quality, acceptability and fitness of the services which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of the Proposal. The determination of the Owner in these matters shall be final and conclusive.

IV. PRICING INFORMATION FOR PREPARATION OF PROPOSALS

- A. The Owner is exempt from any Local, State or Federal Sales, Use or Excise Tax.

V. CAUSES FOR REJECTING PROPOSALS

- A. Proposals may be rejected for any of the following reasons:
 - 1. Any or all Proposals pursuant to the criteria enumerated in N.J.S.A. 40A:11-13.2;
 - 2. If more than one Proposal is received from an individual, Firm or Partnership, Corporation or Association under the same name;
 - 3. Multiple Proposals from an Agent representing competing Proposers;
 - 4. The Proposal is inappropriately unbalanced;
 - 5. If the Successful Proposer fails to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the Parties to the Contract. In this case, the Owner, at its option, pursuant to N.J.S.A. 40A:11-24b may accept the Proposal of another Proposer.

VI. METHOD OF CONTRACT AWARD

- A. Unless otherwise stated in the Technical Requirements and/or the Proposal Form, the length of the Contract(s) shall be for a period of one (1) year (twelve consecutive months) from the date of execution of the Contract(s), or as necessary to complete all work stipulated in the Contract documents. Contracts in excess of twelve (12) consecutive months shall be subject to the availability and appropriation annually of sufficient funds in the year in which it takes effect.
- B. In evaluating Proposals, the Owner will consider whether or not the Proposal complies with the RFP.
- C. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Proposal within the prescribed time.
- D. The Owner shall award the Contract or reject all Proposals within sixty (60) days after the Proposals are publicly opened, except that the Proposals of any Proposers who consent thereto may, at the request of the Owner, be held for consideration for such longer periods as may be agreed. All Proposal prices and conditions shall remain firm during the evaluation period.
- E. The Successful Proposer will be required to execute the Contract within ten (10) days (Sunday and holidays excluded) after receipt of notification that the Contract is ready for signature.
- F. If the Successful Proposer shall fail to execute the Contract as foresaid, then the Owner may, by its option, determine the Proposal and acceptance to be null and void.

- G. The effective date of this Contract shall be the date upon which the Executive Director (or designee) of the Cape May County Municipal Utilities Authority executes the contract.

VII. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this Proposal.
- C. The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
1. Deliverables not complying with the project requirements;
 2. Claims filed or responsible evidence indicating probability of filing claims;
 3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The Owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. An employee of the Owner is not authorized to sign a Letter of Credit or any other document that represents a legal commitment on the part of the Owner to pay additional fees.
- E. Regular scheduled meetings of the Owner's Board of Commissioners are held typically on the first and third Wednesday of each month. Please refer to www.cmcmua.com for the current meeting schedule. The Contractor must submit a signed Voucher/Purchase Order with a detailed invoice and all supporting documentation in order to receive payment. Invoices received at least twenty (20) days prior to a regular scheduled meeting will be presented to the Board of Commissioners for approval at said meeting. Within five (5) business days following the meeting of the Owner's Board of Commissioners, a copy of the meeting minutes, which include formal action approving payment of invoices, will be forwarded to the Board of County Commissioners. The Board of County Commissioners then has ten (10) days to veto any action taken by the Owner's Board of Commissioners, including the formal action of approving payment of invoices. If no action is taken by the Board of County Commissioners within said ten (10) days, then the Owner's Board of Commissioners meeting minutes, including the formal action of approving payment of invoices, shall be deemed to be approved. Checks will be mailed within three (3) days after final approval.

If the Owner challenges or disputes a bill or any portion of a bill presented for payment by the Contractor, then the Owner will, in prompt and timely manner, notify the Contractor in writing, what amount is to be withheld, the reasons for the withholding and what steps should be taken to cure the deficiency.

VIII. TERMINATION OF CONTRACT

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor shall violate any of the requirements of the Contract, the Owner shall there upon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the Contractor of any sum or sums set forth in the Contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Owner from the Contractor is determined.
- C. The Contractor agrees to indemnify and hold the Owner harmless from any liability to

Subcontractors/Suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Owner under this provision.

- D. In case of default by the Contractor, the Owner may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- E. It is understood by all Parties that if, during the life of the Contract, the Contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new business owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/Contract. Any change shall be approved by the Owner.
- F. The Owner may terminate the Contract for convenience by providing sixty (60) calendar days advanced notice to the Contractor.
- G. Pursuant to N.J.A.C. 17.44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- H. For Contracts that exceed one (1) year, each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate the Contract during the term, or any service hereunder, merely in order to acquire identical services from another Contractor.
- I. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a Contract if the fulfillment of any term or provision of the Contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the Contract is delayed or prevented by any court order, or action or injunction or other such agreement, the Contract shall become voidable by the Owner by notice to the Parties.
- J. In the event that the Contractor fails to furnish and deliver the services set forth under this Contract, the Owner reserves the right to procure these services, for its needs, in the open market and charge the excess cost above the Contract Proposal price, if any, to the Contractor. Upon default on the part of the Contractor in the performance of any of the terms and conditions of this Contract, the Owner shall have the right to terminate the Contract in addition to any other remedy to which the Owner may be legally entitled, including liability to the Owner for any and all damages incurred by the Owner by reason of said failure or default.
- K. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or his/her rights, title or interest in or to the same of any part thereof, without consent in writing by the Owner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract, in whole or in part, or of his/her right, title or interest therein, the Contract may, at the option of the Owner, be canceled and terminated.

IX. OTHER PROVISIONS

- A. The Owner and Contractor agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the Contract, the Contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law;

2. Use appropriate safeguards to protect the confidentiality of the information;
3. Report any use or disclosure not permitted.

The Contractor, by execution of the Contract, shall thereby indemnify and hold the Owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the Contractor to comply with the requirements of HIPAA or any other statute or case law protecting the privacy of persons using its services.

B. Data Security

1. Definitions

- **“Authorized Persons”** means (i) Contractor employees who must access Personal or Proprietary Information that is provided by the Owner in order for the Contractor to provide contracted service; and (ii) Contractor’s subcontractors, agents, outsourcers and auditors, etc. who have a need to know or otherwise access Personal or Proprietary Information to enable the Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Personal or Proprietary Information in accordance with the terms and conditions of this Contract.
- **“Personal Information”** means information that is provided to the Contractor by the Owner, in the course of the Contractor’s performance under this Contract that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers (including social security number, driver’s license number or state-issued identified number), passwords or PINs, (c) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account; or (d) biometric or health data of an individual. (The Owner’s business contact information is not by itself deemed Personal Information.)
- **“Proprietary Information”** means confidential information belonging to the Owner such as schematics, user accounts, software information, and any other information that is not deemed as “Personal Information” belonging to the Owner or the Owner’s Employees.
- **“Security Breach”** means any incident that results in the unauthorized use or access of data, applications, services, networks and/or devices, which compromises either the security, confidentiality or integrity of the Owner’s Information or the physical, technical, administrative or organizational safeguards put in place by the Contractor or any of the Contractor’s Authorized Persons.

2. Security Breach Notification

- In the event of any actual or suspected Security Breach suffered by the Contractor or in which the Contractor learns, with regard to any materials associated with the Owner, that either compromises or could compromise the Owner’s Data, Owner’s Transaction data, Proprietary Information, or Owner’s employee Personal Information has occurred, whether the incident originates with the Contractor or

externally, the Contractor shall (a) within 24 hours of discovery, notify the Owner with both a written email to breach@cmcmua.com and telephone confirmation to Mr. Branden Kelly, IT Director, (609) 465-9026 ext. 8888; provided, however, that the Contractor has not been instructed by legal or regulatory authorities to keep the Security Breach confidential. Except as may be strictly required by law, the Contractor agrees that it use its best efforts to consult with the Owner prior to informing any third party of any such Security Breach; however, if such disclosure is required by law, the Contractor agrees to consult with the Owner regarding the content of such disclosure; (b) use continuous, commercially reasonable best efforts to correct the Security Breach; (c) provide the Owner with interim and final written reports as the Owner or the Owner's Security Breach consultant requires; and (d) document the Security Breach and provide the Owner with a detailed incident response log.

- In the event of any Security Breach, the Owner shall have the right to immediately suspend accepting transactions, communications, and data from the Contractor; provided, however, that the Owner will use commercially reasonable best efforts to limit any such suspension (both in terms of the period of time of the suspension and the scope of transactions impacted) to only that which is reasonably necessary to permit the Owner to investigate the severity of the Security Breach, devise a remedy or otherwise secure the Owner's data.
- The Owner shall have the right to terminate this Contract immediately upon notice to the Contractor, at no cost or liability to the Owner, if the Contractor fails to notify the Owner of a Security Breach, fails to follow the Owner or the Owner's Security Breach consultant's Security Breach remedy and/or data securing procedures, or in the sole determination of the Owner or the Owner's Security Breach consultant that the extent of the Security Breach adversely impacts the Contractor's ability to perform the services of the Contract.
- The Contractor will comply and cooperate with any requests made by the Owner to help protect the Owner's Data, Owner's Transaction Data, Owner's Employee Personal Information and/or Proprietary Information and reduce its liability and as necessary to comply with applicable laws.

- C. The Owner shall retain all of its rights and interest in any and all documents and property, both hard copy and digital, furnished by the Owner to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract.

The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. Any information supplied to the Owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- D. Under State and Federal Statutes, certain government records are protected from public disclosure. The Owner, the Contractor and any Subcontractor(s) have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution

of all supplied information to any third party.

- E. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this Proposal, for either the firm or the person responsible for the work, shall be provided as required by the Owner.
- F. When applicable, the Contractor is required to designate one (1) representative or contact person who will be responsible for proper and complete coordination of this Contract.
- G. Recycling and Solid Waste Disposal Requirements

1. All solid waste and recyclable materials generated in Cape May County by the Contractor, both directly and indirectly in the payment of this Contract, shall be disposed of and/or recycled in accordance with the Cape May County Municipal Utilities Authority "*Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*" ("Document") in effect at the time of the performance of this Contract, as specifically detailed below, or as supplemented in the Technical Requirements. The Document is posted and made available on the Owner's website, www.cmcmua.com, and contains detailed information regarding the proper disposition of solid waste and recyclable materials generated in Cape May County. Contractors are expected to read, understand, and comply with the Document.

- Solid Waste and Recycling Facilities: Both solid waste and recyclable material shall be disposed of, separately, at the Authority's Secure Sanitary Landfill Complex in Woodbine, New Jersey or the Authority's Transfer Station located in Middle Township, New Jersey. If the municipality in which the Contractor operates makes solid waste and/or recycling collection services available to the Contractor, the Contractor may utilize such services.
- Solid Waste Disposal Requirements: All non-hazardous solid waste generated by the Contractor, while performing work under this Contract, not source separated and recycled in accordance with the requirements set forth in below, shall be delivered to an Authority Facility. The Contractor shall be subject to compliance with the disposal requirements and payment of applicable tipping fees as set forth in the Document.
- Recycling Requirements: Section 5 of the Document specifically discusses the procedures related to disposal of recyclable material. Recyclables must be separated at the source from other waste types and must be deposited at an Authority Facility. If the Contractor generates recyclable materials that the Authority does not currently accept for recycling, the Contractor may recycle such materials at an NJDEP-approved recycling facility or other end market.
- The materials "designated" for recycling are specifically prohibited from being disposed of with solid waste of any type and are mandated for source separation by all waste generators for subsequent collection and recycling. Applicable surcharges may be assessed in accordance with the effective "*CMCMUA Solid Waste and Recycling User Fees & Surcharges*".
- Solid Waste Disposal or Recycling Questions: If you have any solid waste or recycling questions, please check the Authority's website, www.cmcmua.com, or contact a member of the Authority's Solid Waste Staff at (609) 465-9026.

X. STATUTORY AND OTHER REQUIREMENTS

**THE PROVISIONS BELOW, IF INDICATED BY AN (X), ARE REQUIRED OF THIS
REQUEST FOR PROPOSAL AND THE CONTRACT**

ANTI-DISCRIMINATION

All parties of any Contract with the Owner agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through N.J.S.A. 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured products of the United States, wherever available, shall be used in connection with this Contract pursuant to N.J.S.A. 40A:11-18.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.).

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), pursuant to 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 the final rule by the 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. Further, all applicable documentation must be furnished.

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Safety Data Sheets (SDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an Owner's facilities by the Contractor or Subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

www.nj.gov/health/workplacehealthandsafety/right-to-know/

AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor and the Owner do hereby agree that the provisions of Title 11 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 there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its Agents, Servants, Employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its Agents, Servants, and Employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its Agents, Servants, Employees and Subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor

preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ALTERNATIVE DISPUTE RESOLUTION, N.J.S.A. 40A:11-50

All disputes arising under a construction Contract prior to the Owner making final payment, which are not resolved by negotiation between the parties, shall be submitted to mediation prior to being submitted to any other dispute resolution procedure agreed to by both the Contractor and the Owner and/or prior to being submitted to a Court for adjudication. The mediation shall be administered by the American Arbitration Association ("AAA") under its Industry Mediation Rules (except if and as modified herein).

This mediation shall not apply to disputes concerning the Proposal solicitation or award process or to the formation of Contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C.40A:11-1 et seq.) The Owner retains the right to seek injunctive or declaratory relief in court at any time.

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one Contract, such as when a dispute in a Contract involving construction relates to a Contract involving design, architecture, engineering or management, upon the demand of the Contractor or the Owner, other interested parties to the dispute shall be joined unless the mediator determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction Contract or related construction Contracts, upon the demand of one of the contracting parties, the disputes shall be joined in the mediation unless the mediator determines that the disputes are inappropriate for joinder.

For the purposes of this alternate dispute resolution provision, the term "construction contract" means a Contract involving construction and the term "related construction contracts" means a contract entered into by the Authority involving construction, design, architecture, engineering or construction management which is related to said construction Contract.

This alternate dispute resolution procedure shall not apply to claims of suppliers or subcontractors to the Contractor.

All mediation shall be held at a mutually agreeable location within Cape May County. All expenses and fees of the AAA and the mediator shall be borne equally by the Owner and the Contractor.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its Officers, Agents, and employees from all claims, suits or actions, and damages or costs of every name and description to which the Owner may be subjected or put by reason of injury to the person or property of another, or the property of the Owner, resulting from:

- a) negligent acts or omissions on the part of the Contractor, the Contractor's Agents, Servants, Employees, or Subcontractors in the delivery of goods and services, or in the performance of the work under the Contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this Contract.

**THE PROVISIONS BELOW, IF INDICATED BY AN (X), ARE REQUIREMENTS
OF THE PROPOSAL SUBMISSION**

PROPOSER'S CHECKLIST DOCUMENT

Proposer shall complete and sign in **INK** the Proposer's Checklist Document and include it in the Proposal submission. The Proposer's Checklist Document serves as a guide to Proposers of the documents that are required to be submitted with the Proposal.

STATEMENT OF OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended P.L. 2016, c.43), No Corporation, Partnership, or Limited Liability Company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary, or agency of the State, or of any county, municipality, or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the Proposal or accompanying the Proposal, of said Corporation, said Partnership, or said Limited Liability Company there is submitted a statement setting forth the names and addresses of all stockholders in the Corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the Partnership who own a 10 percent or greater interest therein, or of all members in the Limited Liability Company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a Corporation or Partnership or Limited Liability Company, the stockholders holding 10 percent or more of that Corporation's stock, or the individual partners owning 10 percent or greater interest in that Partnership, or the members owning 10 percent or greater interest in that Limited Liability Company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a Proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit shall be properly executed in **INK**.

PROPOSAL FORM

THE PROVISIONS BELOW, IF INDICATED BY AN (X), ARE MANDATORY REQUIREMENTS OF THIS REQUEST FOR PROPOSAL AND CONTRACT AND SHALL BE SUBMITTED PRIOR TO CONTRACT AWARD OR SOONER.

PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the Owner is prohibited from entering into a Contract with an entity unless the Proposer/Proposer/Contractor, and each Subcontractor that is required by law to be named in a Proposal/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 Owner with its proof of Business Registration and that of any named Subcontractor(s). Subcontractor(s) named in a Proposal or other Proposal shall provide proof of Business Registration to the Proposer, who in turn, shall provide it to the Owner 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 Owner 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. 18:24-1 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.

Before final payment is made under the Contract, the Contractor shall submit to the Owner 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 Certificate 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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

In accordance with P.L. 2012, c.25 and P.L. 2021, c.4 (N.J.S.A. 52:32-55 and N.J.S.A. 40A:11-2.1), any person or entity that submits a Bid or Proposal or otherwise proposes to enter into or renew a contract is required to certify, prior to Contract award or renewal, that the person or entity is not identified on the list of persons or entities determined by the NJ Department of the Treasury to be engaged in investment activities in Iran as described in subsection f. of section 2 of the act. The certification required shall be executed on behalf of the applicable person or entity by an authorized Officer or representative of the person or entity.

If the Local Contracting Unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the Local Contracting Unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Local Contracting Unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

In accordance with P.L. 2022, c.3 (N.J.S.A. 52:32-60.1, et seq.), any person or entity that submits a Bid or Proposal or otherwise proposes to enter into or renew, amend, or extend a contract is required to certify, prior to Contract award, renewal, amendment, or extension, whether or not the person or entity is identified on the Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. The certification required shall be executed on behalf of the applicable person or entity by an authorized Officer or representative of the person or entity.

If the Local Contracting Unit finds that a person or entity has made a certification in violation of the law, the Local Contracting Unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall take any action as may be appropriate 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.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)

Successful Proposer shall complete IRS Form W-9. The form is available at: www.irs.gov/pub/irs-pdf/fw9.pdf

**THE PROVISIONS BELOW ARE MANDATORY REQUIREMENTS OF THIS
REQUEST FOR PROPOSAL AND CONTRACT. THE SUCCESSFUL
PROPOSER SHALL SUBMIT THE PROVISIONS AFTER CONTRACT AWARD
OR WITH THE EXECUTED CONTRACT**

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a Contract unless it complies with the Affirmative Action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit ("Division") and provided below. The Contract will include the language included as Exhibit A or Exhibit B of this RFP, as checked below:

Goods and Services/Professional Services Contracts (included as Exhibit A of this RFP)

Each Contractor shall submit to the Public Agency, after notification of award but prior to execution of a Goods and Services Contract, one of the following three documents:

- i. A Letter of Federal Approval indicating that the Contractor is under an existing federally

approved or sanctioned Affirmative Action Program. A copy of the approval letter must be provided by the Contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The Contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the Contractor's Employee Information Report, Form AA-302, by the Division.
- iii. The Successful Proposer shall complete an Initial Employee Report, Form AA-302, and submit it to the Division with a check or money order made payable to "Treasurer, State of NJ" and forward a copy of Form AA-302 to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Construction/Maintenance Contracts (included as Exhibit B of this RFP)

- ii. After notification of award, but prior to signing the Contract, the Contractor shall submit to the Public Agency Compliance Officer, the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an Initial Project Workforce Report (Form AA 201) provided to the Public Agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7.
- iii. The Contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the Contract to the Division and to the Public Agency Compliance Officer. The Contractor shall also cooperate with the Public Agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

ATTACHMENT A.
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified and the company email. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

2 or More Races: Persons identifying as 2 or More Races.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID



State Treasurer

Sample Federal Letter of Approval

U.S. Department of Labor

Office of Federal Contract Compliance Programs
New Jersey District Office
200 Sheffield Street, Room 102
Mountainside, NJ 07092



<Date>

[Name of CEO]
[Title of CEO]
[Establishment Name]
[Street Address]
[City, State, Zip Code]

Dear (*insert name of contractor's official*):

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices at (*insert name and location of the establishment, construction work sites in the economic area under review or functional unit reviewed*).

During the compliance evaluation process, we found no apparent violations of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; or Executive Order 13496.

[*If applicable, commend the contractor for meeting EEO goals or using best practices. For example: We would like to recognize and commend (*insert contractor name*) for exceeding the hiring benchmark for protected veterans and disability utilization goal. Please accept the attached listing of local recruitment sources to utilize as you continue to conduct positive outreach and recruitment.*]

The OFCCP appreciates the cooperation of you and your staff during the conduct of the compliance evaluation.

Sincerely,
(*insert name of district director*)

District Director

cc: [*insert names*]

SECTION III.
SPECIFIC INSTRUCTIONS TO PROPOSERS – INSURANCE REQUIREMENTS

SECTION III
SPECIFIC INSTRUCTIONS TO BIDDERS
INSURANCE REQUIREMENTS

The Contractor shall, at its sole cost and expense, obtain and maintain at all times during the term of the Contract, insurance of the types and in the amounts provided effective no later than 12:01 A.M., local time, of the date of the Contract. Any deductibles required by the Contractor's insurance shall be the responsibility of the Contractor.

The Contractor shall continuously maintain insurance or other security for adequate protection for all the work from damage and shall protect the Owner's property and employees from damage, injury or loss arising in connection with the Contract. All damage, injury, or loss to the Owner's property or employees caused, directly or indirectly, in whole or in part, by the Contractor or anyone directly or indirectly employed by the Contractor, shall be corrected by the Contractor at no cost to the Owner.

The Contractor shall take all necessary precautions for the safety of employees on the Owner's property, and shall comply with all applicable provisions of Local, State, and Federal safety laws to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall properly maintain at all times, as required by the conditions of the work, all necessary safeguards and protection of the worker and the public.

OTHER INSURANCE PROVISIONS

1. The Commercial General Liability, Umbrella/Excess Liability, Automobile Liability, Environmental Liability/Pollution Liability (if applicable to Contract), and Cyber Security and Privacy Liability Insurance (if applicable to Contract) policies are to contain, or be endorsed to contain, the following provisions:
 - a. To the fullest extent permitted by law, the Owner, its officers, officials, and employees are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, and employees. Any insurance or self-insurance maintained by the Owner, its officers, officials, and employees shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Coverage required under this Contract shall not be canceled or non-renewed without thirty (30) days prior written notice from Contractor's Insurance Company to the Owner, except where cancellation is for non-payment of premium, then ten (10) days' prior notice shall be given.
 - d. Any insurance proceeds available to the Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the Owner as an additional insured. Furthermore, the requirements for coverage

and limits shall be (1) the minimum limits specified in the Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

- e. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to the Contract. This coverage may also be provided on the Environmental Liability/Pollution Liability policy.
2. If General Liability, Environmental Liability/Pollution Liability (if applicable to Contract) and/or Professional Liability (if applicable to Contract), and Cyber Security and Privacy Liability Insurance (if applicable to Contract), and/or Technology Professional Liability Errors & Omissions (if applicable to Contract) coverages are written on a claims-made form:
 - a. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - d. A copy of the claims reporting requirements must be submitted to the Owner for review.
 3. Workers' Compensation Insurance
 - a. Workers' Compensation Insurance shall be maintained in full force during the life of the Contract, covering all employees engaged in performance of the Contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
 - b. Policy shall ensure coverage for all Contractor's employees directly or indirectly engaged in the performance of this Contract.
 - c. This insurance shall have an Employer's Liability Insurance limit of not less than \$1,000,000 for Bodily Injury by accident, \$1,000,000 for occupational disease, and \$1,000,000 aggregate limit.
 4. Cyber Security and Privacy Liability
 - a. Contractor shall procure and maintain insurance which shall contain the following coverage:
 - Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health

information (PHI), security codes, access codes, passwords, security codes or personal identification numbers (PINS);

- Notification costs, credit monitoring and other expert services, regulatory fines and defense costs;
- Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon;
- Liability arising from professional misconduct or lack of the requisite skill required for the performances of services defined in the Contract.

5. Technology Professional Liability Errors and Omissions

a. Contractor shall procure and maintain insurance which shall contain the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

6. Deductibles and self-insured retentions

- a. Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, and employees; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. Umbrella/Excess Liability Insurance

- a. The Contractor may use an Umbrella/Excess Liability Insurance Policy to meet or exceed the minimum Commercial General Liability Insurance and Automobile Liability Insurance coverage levels required by this Contract, provided such Umbrella or Excess coverage is not more restrictive than the primary coverage.
- b. Umbrella/Excess Liability Insurance Policy shall be maintained throughout the Term of the Contract.
- c. A Follow Form Endorsement shall be provided for the Umbrella/Excess Liability Policy.

8. Acceptability of Insurers

- a. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or Standard & Poor's BBB and admitted to do business in the state of New Jersey, or accepted by the Surplus Lines Association to do business in the state of New Jersey. A non-admitted company should have an A.M. Best's rating of A-X or higher.

9. Waiver of Subrogation

- a. The Contractor hereby grants the Owner a waiver of any right to subrogation which any insurer or contractor may acquire from vendor of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

10. Verification of Coverage

- a. The Contractor shall furnish the Owner with original Certificate of Insurance and amendatory endorsements affecting coverage required by this clause. The endorsements should be on ISO forms or equivalent, provided those endorsements or policies conform to the requirements. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All Certificates of Insurance and endorsements are to be received and approved by the Owner before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Owner reserves the right to require complete, certified copies of all required insurance policies, including

endorsements affecting the coverage required by these specifications at any time.

11. Subcontractors

- a. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**SECTION III
SPECIFIC INSTRUCTIONS TO BIDDERS
INSURANCE REQUIREMENTS
REQUIRED DOCUMENTATION**

Certificate of Insurance (ACORD form or equivalent)

- A. List all endorsements attached thereto.
- B. Self-insured Contractors shall submit a sworn affidavit attesting to their self-insured coverage.

Commercial General Liability

- A. Contractor's insurance to be primary and non-contributory. Primary and Noncontributory – Other Insurance Condition Endorsement (ISO form CG 20 01 04 13 or equivalent) must be attached to the Certificate of Insurance.
- B. Cape May County Municipal Utilities Authority to be named as "Additional Insured" by endorsement. Additional Insured – Designated Person or Organization Endorsement (ISO form CG 20 26 04 13 or equivalent) must be attached to the Certificate of Insurance.
- C. Contractor hereby grants to the Cape May County Municipal Utilities Authority a waiver of subrogation by endorsement. Waiver of Transfer of Rights of Recovery Against Others to US Endorsement (ISO form CG 20 24 05 09 or equivalent) must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

Per Occurrence	\$1,000,000
General Aggregate for Bodily Injury, Personal Injury, Personal and Advertising Injury, and Property Damage	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Fire Damage (Any one fire)	\$1,000,000

Umbrella/Excess Liability (Optional – see Section III, #7 of Specific Instructions to Bidders Insurance Requirements)

- A. A Follow Form Endorsement must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

\$4,000,000

Automobile Liability

- A. Contractor hereby grants to the Cape May County Municipal Utilities Authority a waiver of subrogation by endorsement. Waiver of Transfer of Rights of Recovery Against Others to US Endorsement (ISO form CA 04 44 10 13 or equivalent) must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

Bodily Injury, per accident	\$1,000,000
Property Damage, per accident	\$1,000,000
Owned, Non-Owned, and Hired Autos	\$1,000,000

Workers' Compensation Insurance

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

**Contractor shall maintain
limits no less than:**

Workers' Compensation	Statutory Limits
Employer's Liability – Each Accident	Statutory Limits
Employer's Liability Disease – Each Employee	Statutory Limits
Employer's Liability Disease – Policy Limit	Statutory Limits

Environmental Liability/Pollution Liability

- A. Contractor shall provide evidence of Environmental Liability/Pollution Liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Coverage must be inclusive of, but not limited to, bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of or pertaining to the services provided by Contractor under this agreement, including the transportation of hazardous materials or contaminants. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims.
- B. Coverage shall be maintained throughout the term of the Contract, and an additional five (5) years after the lastest of the a) final payment, b) Agreement expiration, or c) Agreement termination. Contractor shall furnish the Authority evidence of continuation of such insurance for the additional five (5) years.

- C. Contractor hereby grants to the Cape May County Municipal Utilities Authority a waiver of subrogation by endorsement. Waiver of Transfer of Rights of Recovery Against Others to US Endorsement (ISO form CG 20 24 05 09 or equivalent) must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Errors and Omissions; Professional Liability

- A. Claims-made unless available as Occurrence basis coverage. Claim-made must have a retrospective date be the earlier of the date of this Agreement or prior to work commencing.
- B. Coverage shall be inclusive of but not limited to, the Authority and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- C. Coverage shall be maintained for a minimum of two (2) years after the latest of the: a) final payment, b) Agreement expiration, or c) Agreement termination.
- D. Contractor hereby grants to the Cape May County Municipal Utilities Authority a waiver of subrogation by endorsement. Waiver of Transfer of Rights of Recovery Against Others to US Endorsement (ISO form CG 20 24 05 09 or equivalent) must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Cyber Security and Privacy Liability

- A. Cape May County Municipal Utilities Authority to be named as "Additional Insured" by endorsement (ISO form CY 00 03 11 21 or equivalent) must be attached to the Certificate of Insurance.

**Contractor shall maintain
limits no less than:**

Per Occurrence

\$2,000,000

Technology Professional Liability Errors and Omissions

**Contractor shall maintain
limits no less than:**

Per Occurrence

\$2,000,000

- A. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Cape May County Municipal Utilities Authority in the care, custody, or control of the Contractor. If not covered under Contractor's liability policy, such "property" coverage of the Cape May County Municipal Utilities Authority may be endorsed onto Contractor's Cyber Liability Policy as covered property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
INSERT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: INSERT AGENT INFORMATION		
	PHONE (A/C, No, Ext): INSERT AGENT INFORMATION	FAX (A/C, No): INSERT AGENT INFO.	
E-MAIL ADDRESS: INSERT AGENT INFORMATION			
INSERT NAME OF CONTRACTOR'S AGENT	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: INSERT INSURANCE COMPANY NAME AFFORDING COVERAGE		
	INSURER B: INSERT INSURANCE COMPANY NAME AFFORDING COVERAGE		
	INSURER C: INSERT INSURANCE COMPANY NAME AFFORDING COVERAGE		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		INSERT POLICY NUMBER	INSERT DATE	INSERT DATE	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		INSERT POLICY NUMBER	INSERT DATE	INSERT DATE	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		INSERT POLICY NUMBER	INSERT DATE	INSERT DATE	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	INSERT POLICY NUMBER	INSERT DATE	INSERT DATE	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ADDITIONAL INSURANCE, IF REQ.		INSERT POLICY NUMBER	INSERT DATE	INSERT DATE	
	ADDITIONAL INSURANCE, IF REQ.		INSERT POLICY NUMBER	INSERT DATE	INSERT DATE	

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

Project: INSERT CONTRACT NUMBER AND CONTRACT TITLE

Cape May County Municipal Utilities Authority named as Additional Insured under General Liability.

Notice of Cancellation or Non-renewal - 30 days, except for non-payment of premium 10 days.

CERTIFICATE HOLDER

CANCELLATION

Cape May County Municipal Utilities Authority
 1523 Rt. 9 N
 Cape May Court House, NJ 08210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Cape May County Municipal Utilities Authority, 1523 Rt. 9 N, Cape May Court House, NJ 08210

INSERT CONTRACT NUMBER AND CONTRACT TITLE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaration.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Cape May County Municipal Utilities Authority, 1523 Rt. 9 N, Cape May Court House, NJ 08210

INSERT CONTRACT NUMBER AND CONTRACT TITLE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: INSERT CONTRACTOR NAME</p> <p>Endorsement Effective Date: INSERT ENDORSEMENT EFFECTIVE DATE</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Cape May County Municipal Utilities Authority, 1523 Mt. Zion, Cape May Court House, NJ 08210</p> <p>INSERT CONTRACT NUMBER AND CONTRACT TITLE</p> <p>Information required to complete this Schedule, not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SECTION IV.
TECHNICAL REQUIREMENTS**

TECHNICAL REQUIREMENTS

1.0 INTRODUCTION

The Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") was created in 1972 by the Cape May County Board of County Commissioners to implement a comprehensive Regional Program for Wastewater Collection and Treatment in Cape May County. Currently there are four (4) separate service regions, each with its own system of pumping stations, force mains and Wastewater Treatment Facilities. These Facilities were placed in operation during the period from January 1982 through April 1988. Some sections of the service areas are designated as non-sewerable in Cape May County's Wastewater Management Plan.

In December 1979, the Authority entered an agreement with the Cape May County Board of County Commissioners, which provided for the implementation of a County-wide Solid Waste Management Program. A Solid Waste Transfer Station and a Secure Sanitary Landfill, which is located within the Pinelands National Reserve, were constructed by the Authority to provide for the efficient collection and proper disposal of solid waste generated within the County. The Transfer Station and Sanitary Landfill both began accepting solid waste in 1984. An Intermediate Processing Facility was subsequently constructed by the Authority, in order to convert source-separated materials collected at the curbside into saleable commodities. The Intermediate Processing Facility was placed in operation in 1990.

The Authority currently employs approximately 150 people, including seven (7) Board Members.

2.0 SCOPE OF SERVICES

General Legal Counsel to the Authority shall perform all services of a legal nature with regard to the planning, design, operation and management of the Wastewater and Solid Waste Management Programs of the CMCMUA, on an as-needed basis, as requested by the Authority, or as mandated by the requirements of law. Various issues arise during the normal course of business involving the need for professional legal services on matters that will require advice and guidance including but not limited to contract negotiations and employment labor matters. General Legal Counsel Services shall be provided starting September 1, 2026 and running continuously through August 31, 2027.

General Legal Counsel shall prepare for and attend each bi-monthly Board Meeting. General Legal Counsel shall prepare Legal Opinions and Resolutions, when requested by the Authority, regarding its activities. General Legal Counsel shall be available to offer legal advice and opinions on very short notice (within two hours) when needed by the Authority. There shall be a single contact Attorney assigned to the Authority for its needs, with a minimum of three (3) other Attorneys delegated as back-up.

The CMCMUA reserves its right to engage other "Special Legal Counsel" at any time to perform such services as it deems appropriate, without the consent or approval of General Legal Counsel.

3.0 MINIMUM QUALIFICATIONS

All Attorneys working under this Contract shall be licensed and authorized to perform legal services permitted in the State of New Jersey and the courts of the United States.

The Attorney assigned to the Authority must have a minimum of twenty (20) years of experience as General Legal Counsel to Environmental Authorities whose main focus is related to the planning, design, operation and management of both Wastewater and Solid Waste Facilities and Programs. The Attorney assigned to the Authority must possess a Certificate of Good Standing from the Supreme Court of New Jersey which is dated within one (1) year of the date of issuance of this RFP.

The Attorney must have a minimum of twenty (20) years of experience as General Legal Counsel to both Wastewater and Solid Waste Environmental Authorities, with expertise in each of the following areas:

- Local Public Contract Law for New Jersey
- Pay-to-Play Regulations
- Issuance of Bonds for financing
- Labor and Employee Relations for Public Entities including Collective Bargaining Negotiations
- Federal and State of New Jersey Regulations regarding Wastewater:
 - Permitting and operating issues
 - Permit violations
 - Regulatory oversight
 - Water Quality Management Plans
 - Sewerability Issues
- Federal and State of New Jersey Regulations regarding Solid Waste:
 - Permitting and operating regulations
 - Enforcement rights of Authorities
 - Solid Waste Management Plans
 - Solid Waste Advisory Committees
 - Permit Violations
- Federal and State air pollution regulations, including Title V
- Pinelands Regulations
- Property acquisitions and easements
- Service Agreements for wastewater and solid waste services
- Public Contracts
- Administrative Consent Orders
- Construction Claims experience between Public Entities and Private Contractors
- Actions for, and against, public Authorities in civil court

The Legal Firm and individual assigned to work with the Authority must be well versed in all aspects and legal requirements of these areas of expertise. The Legal Firm must have a minimum of four (4) licensed Attorneys on staff whose major focus and work has been, and remains, providing professional legal services to, and advising, public clients.

The Legal Firm chosen must hold a State of New Jersey Business Registration Certificate at the time of award of Contract. If available, please provide a copy of the Certificate with the response to this RFP. At a minimum, a copy of the certificate must be provided prior to award of Contract.

Legal Firms not clearly meeting these minimum qualifications will be disqualified from further evaluation by the CMCMUA.

4.0 SUBMISSION

The Proposal shall contain a cover letter with the name of the Legal Firm, Federal ID Number, contact information, and the name and signature of the Agent authorized to submit the Proposal.

Proposing Legal Firms must provide evidence that all minimum qualifications are met.

The response to this Request for Proposals (RFP) shall also discuss and provide resumes for all of the Attorneys within the Legal Firm that may be assigned to work with the CMCMUA. The specific individual to be assigned to work on Authority matters shall be identified. A list delineating the number and types of public clients served shall also be presented.

The Attorney to be assigned as General Legal Counsel of the Authority shall provide a detailed resume highlighting the public sector work previously performed. Provide at least five (5) references which can be contacted during the RFP process indicating the name, title, organization, address and telephone number for whom you have provided similar services over the past two (2) years.

The proposal shall contain the hourly rates for each of the individuals to be assigned to assist the Authority as General Legal Counsel. The Authority does not pay for time (hourly rate) or expenses of Attorneys while traveling to and from, or within, Cape May County.

5.0 EVALUATION OF PROPOSALS

The Authority intends to award a Professional Services Contract for the defined scope of work under the Fair and Open Process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

The Proposals will be evaluated by a committee of staff and Board Members of the Authority based upon information supplied by each Proposer in response to this RFP and the following criteria:

- (I) Ability to meet all minimum qualifications.
- (II) Experience of the Firm in providing similar services to public environmental Authorities in New Jersey. The number of individuals specializing in General Counsel work within the Public Sector will also be considered. Familiarity with the operation and management of the CMCMUA is desirable.
- (III) Qualifications and experience of the individual Attorney assigned to serve as General Counsel for the CMCMUA.
- (IV) The hourly rates proposed. The proposal shall identify whether clerical and other overhead costs will be billed separately or will be included in the hourly labor rate for the Attorneys.

Any questions regarding this Request for Proposals should be directed to Joseph V. Rizzuto, Executive Director of the Cape May County Municipal Utilities Authority at (609) 465-9026.

Please submit one (1) original, (original signature documents), and three (3) copies of the Proposal, along with one (1) electronic copy (DVD-CDROM-USB FLASH DRIVE) of the Proposal.

All Submittals must be received at the Authority's office in Cape May Court House by 2:00 p.m., Thursday, July 16, 2026 at which time they will be publicly opened.

PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED WITH THE PROPOSAL

To be completed, signed and returned with Proposal

PROPOSER'S CHECKLIST

All of the items listed below, if indicated by an (X), are requirements of the Proposal submission. **Signatures shall be in ink. Original signature documents must be submitted.** Electronic, scanned, or any other form of signature shall not be accepted. Failure to submit items, if indicated by an (X), with the Proposal submission may be cause for the Proposal submission to be not considered.

THE PROVISIONS BELOW, IF INDICATED BY AN (X), ARE REQUIREMENTS OF THE PROPOSAL SUBMISSION		
Items (X'd) are required with Proposal Submission	Submission Requirement	Initial and submit each item (X'd) with Proposal Submission
X	Proposer's Checklist (Document #1)	
X	One (1) original (with original signature documents in INK) plus three (3) copies and one (1) electronic copy (DVD-CDROM-USB FLASH DRIVE) of the Proposal which includes the Evaluation Criteria as per Minimum Requirements	
X	Statement of Ownership Disclosure (Document #2)	
X	Non-Collusion Affidavit (Document #3)	
	Proposal Form (Document #4)	

The undersigned hereby acknowledges and has submitted all required items, as noted (X'd) above.

Company Name: _____

PERSON WHO PREPARED PROPOSAL:

Name: _____ Title: _____
(print)

Signature: _____ Date: _____

To be completed, signed and returned with Proposal

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I: Check the Box that Represents the Type of Business Organization:

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

Part II:

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

OR

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

Please attach additional sheets if more space is needed:

Name of Individual or Business Entity	Address

Part III: Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members listed in Part II

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

Please attach additional sheets if more space is needed.

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

Please attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV: Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Cape May County Municipal Utilities Authority (“CMCMUA”) 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 CMCMUA to notify the CMCMUA 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 CMCMUA, permitting the CMCMUA to declare any contract(s) resulting from this certification void and unenforceable.

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

To be completed, signed and returned with Proposal

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Cape May

I, (name of affiant) residing in (name of municipality)
in the County of and State of of
full age, being duly sworn according to law on my oath depose and say that:

I am (title or position) of the firm of (name of firm),
the bidder making this Proposal for the bid entitled (title of bid proposal), and

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

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

Signature (affiant)

(Type or print name of affiant under signature)

**PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED PRIOR TO CONTRACT AWARD
OR SOONER**

To be completed and submitted Prior to Contract Award or Sooner

CHECKLIST

All of the items listed below, if indicated by an (X), are Proposal Compliance Forms which must be submitted prior to contract award or sooner. **Signatures shall be in ink. Original signature documents must be submitted.** Electronic, scanned, or any other form of signature shall not be accepted. Failure to submit items, if indicated by an (X), prior to contract award or sooner, shall be cause for the contract not to be awarded to the Proposer.

THE PROVISIONS BELOW, AS INDICATED BY AN (X), MUST BE COMPLETED AND SUBMITTED PRIOR TO CONTRACT AWARD OR SOONER		
Items (X'd) must be submitted Prior to Contract Award or Sooner	Submission Requirement	Initial and submit each item (X'd) Prior to Contract Award or Sooner
X	Checklist (Document A)	
X	New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran	
X	Certification of Non-Involvement in Prohibited Activites in Russia or Belarus	
X	IRS Form W-9	

New Jersey Business Registration Certificate

Attach a copy of the required Business Registration Certificate(s) to this form, and if applicable, a Business Registration Certificate for Subcontractors at all tiers. No contract may be awarded without a valid New Jersey Business Registration Certificate. This certificate must be submitted prior to award.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: DJ'S PAINTING LOCAL INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 22-12345678	SEQUENCE NUMBER: 1000052	
ADDRESS: 123 INDUSTRIAL WAY CAPE MAY, NJ 08204	ISSUANCE DATE: 09/16/04	
EFFECTIVE DATE: 05/01/89	Agency Director <i>[Signature]</i>	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	DJ'S PAINTING LOCAL INC.
Trade Name:	
Address:	123 INDUSTRIAL WAY CAPE MAY, NJ 08204
Certificate Number:	0123456789
Effective Date:	November 14, 2014
Date of Issuance:	November 18, 2014
For Office Use Only:	
	3246561325784301576

**To be completed, signed and submitted
Prior to Contract Award or Sooner**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

Pursuant to N.J.S.A. 52:32-55, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract **must complete and submit prior to contract award or renewal**, the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury 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/proposers **must** review this list prior to completing the below certification. If the Cape May County Municipal Utilities Authority finds a person or entity to be in violation of the principles which are the subject of this law, it 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 N.J.S.A. 52:32-55, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) that neither the bidder/proposer listed below nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran. I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- I am unable to certify as above because the bidder/proposer and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury'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.

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

You must provide an accurate and precise description of the activities of the bidding/proposing person/entity, or one of its parents, subsidiaries, or affiliates engaging in the investment activities in Iran outlined above by completing the box below:

Name: _____	Relationship to Bidder/Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Proposer Contact Name: _____	Contact Phone Number: _____

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 Cape May County Municipal Utilities Authority ("CMCMUA") 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 CMCMUA to notify the CMCMUA 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 CMCMUA and that the CMCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder/Proposer (Company): _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

**To be completed, signed and submitted
Prior to Contract Award or Sooner**

**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, renew, amend, or extend a contract with a State or local government agency for the provision of goods or services, or the purchase of bonds or other obligations, **must complete and submit prior to contract award or renewal, amendment, or extension**, 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.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

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

Request for Taxpayer Identification Number and Certification

Go to 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. <i>See Specific Instructions on page 3.</i>	1	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.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		
	<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 <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: 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. <input type="checkbox"/> Other (see instructions) _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b	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"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	6	City, state, and ZIP code		
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

Social security number										
or										
Employer identification number										

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

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.

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.

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

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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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).

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. 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. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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.

To be completed and submitted after Contract Award or with the Executed Contract

CHECKLIST

All of the items listed below, if indicated by an (X), are Proposal Compliance Forms which must be submitted after contract award or with the executed contract. Failure to submit items, if indicated by an (X), after contract award or with the executed contract, shall be cause for the contract not to be executed by the Owner, making the contract award null and void.

THE PROVISIONS BELOW, AS INDICATED BY AN (X), MUST BE COMPLETED AND SUBMITTED AFTER CONTRACT AWARD OR WITH THE EXECUTED CONTRACT		
Items (X'd) must be submitted after Contract Award or with the Executed Contract	Submission Requirement	Initial and submit each item (X'd) after Contract Award or with the Executed Contract
X	Checklist (Document B)	
X	Mandatory Affirmative Action	
X	Insurance Certificate(s)	

PROPOSAL COMPLIANCE FORMS TO BE SUBMITTED AFTER CONTRACT AWARD OR
WITH THE EXECUTED CONTRACT

Mandatory Affirmative Action

Please attach the Mandatory Affirmative Action documentation as required per Section II, General Instructions to Proposers. This documentation must be submitted with the executed contract, or sooner.

Mandatory Affirmative Action

Insurance Certificate(s)

Please attach an Insurance Certificate(s) per the instructions in Section III, Specific Instructions to Proposers, Insurance Requirements, Required Documentation, providing the minimum coverage indicated and naming the Cape May County Municipal Utilities Authority as "Additional Insured" by endorsement. The certificate and associated endorsements must be submitted with the executed contract, or sooner.

Insurance Certificate