

**N.J. PINELANDS COMMISSION  
REQUEST FOR QUOTATION (RFQ)  
RFQ #26-001  
Cover Page**

DATE ISSUED: May 12, 2026

<b>Vendor Name:</b>	<b>Vendor Federal Tax ID Number:</b>
<b>Vendor Address:</b>  Telephone Number: Email:	<b>Return To:</b> N.J. Pinelands Commission Jessica Lynch, Business Manager Email: RFP@pinelands.nj.gov
<p>RESPONSE TO THIS REQUEST FOR QUOTATION SHALL BE RETURNED BY:</p> <p><b>June 9, 2026 at 1:00 P.M.</b></p> <hr/> <p>QUALIFY AS: (CHECK IF APPLICABLE)      _____ SMALL BUSINESS</p> <hr/> <p style="text-align: center;">NAME: <b>Certified Public Accountant Services</b></p> <p style="text-align: center;"><b>COST PER FISCAL YEAR AUDIT: _____</b></p> <p style="text-align: center;"><b>TOTAL COST: _____</b></p> <hr/>	
<p><b>Important Instructions To Vendor:</b> Fill in all requested information. After you have completed this Solicitation request, it must be signed and submitted to the email address indicated above. The <u><a href="#">Pinelands Commission General Terms and Conditions</a></u> are included as a part of this solicitation and any contracts pursuant thereto.</p>	
<b>Bidder's Signature:</b>	<b>Title:</b>  <b>Date:</b>

**REQUEST FOR QUOTATION  
RFQ #26-001**

**CERTIFIED PUBLIC ACCOUNTING (CPA) SERVICES**



**Date Issued:**  
May 12, 2026

**Question and Answer Cut-off  
Date:** May 26, 2026

**Proposals Due:**  
June 9, 2026

Susan R. Grogan  
Executive Director

## I. Request to Submit Qualifications

The New Jersey Pinelands Commission (“Commission”) is seeking the services of a qualified firm of certified public accountants (“Accountant”) with expertise and a minimum of five years of experience in state and/or local governmental accounting to assist with preparation for the Commission’s annual audits by the New Jersey State Auditor. Familiarity with the Edmunds Accounting System is also required.

Services are sought for a three-year period in support of the audits for Fiscal Years 2023, 2024 and 2025, with the option of two one-year extensions for the FY 2026 and FY 2027 audits. A full description of the services sought is contained within the Scope of Work set forth below.

## II. Background

The Pinelands Commission is an independent state agency whose mission is to preserve, protect and enhance the natural and cultural resources of the Pinelands National Reserve, and to encourage compatible economic and other human activities consistent with that purpose. To accomplish its mission, the Commission implements a comprehensive plan that guides land use, development and natural resource protection programs in the 938,000-acre Pinelands Area of southern New Jersey, which covers portions of seven counties and all or parts of 53 municipalities. The Commission’s 15-member board, consisting of state, county and federal appointees, meets monthly and receives guidance from its Executive Director and staff of approximately 42 employees. Oversight of the financial reporting and audit processes of the Commission is provided by an Audit Committee, consisting of the Chair and Vice-Chair of the Commission and two public members with accounting or related financial expertise.

The Commission was created by the passage of the Pinelands Protection Act in 1979. In accordance with that enabling legislation, the New Jersey State Auditor is required to conduct an annual audit of the Pinelands Commission’s activities (N.J.S.A. 13:18A-18). The most recent audit was completed in March 2026 for FY2022. The FY2023 audit is expected to begin no later than August 31, 2026. All completed Audit Reports for the Pinelands Commission are available at: <https://www.njleg.state.nj.us/audit-reports>

As an independent agency, the Commission is not a part of the State of New Jersey financial system and maintains its own accounting books of record and supporting documents. The Commission utilizes Edmunds GovTech MCSJ version 2020.3. The Commission maintains its accounting records on a budgetary basis. The Annual Financial Statements must be prepared on a modified accrual basis.

The Commission’s FY2023 Operating Budget was \$6,499,578, including \$3,399,000 in State Appropriations and \$383,000 in Federal Grants. The Commission also has Special Revenue Accounts that must be devoted to qualifying projects and activities. The Special Revenue FY2023 Budgets included the Pinelands Conservation Fund (\$960,831), Fenwick Manor Preservation Budget (\$500,000) and Katie Fund (\$500). In a typical year, 80-85% of the Commission’s Operating and Pinelands Conservation Fund Budgets are devoted to personnel expenditures.

The Commission’s adopted budgets for Fiscal Years 2023 through 2026 are available on the Commission’s website: <https://www.nj.gov/pinelands/about/business/#3>

### III. Scope of Services

The Commission is seeking the services of an Accountant to ensure its financial records are “audit ready”. The requested services include review of financial records, creation of conversion entries from budgetary to modified accrual and preparation of the required Annual Financial Statement and Notes.

#### **Task 1 – Pre-Audit**

For the specified fiscal year, the Commission will provide the Accountant with: General Ledger reports, Journal Entry reports, Revenue and Expenditure reports, Accounts Payable reports, Check Registers, Bank Statements, Compensated Absences reports and all other relevant financial supporting documentation.

The Accountant will be expected to review the financial records provided and prepare conversion (adjusting) entries and the Annual Financial Statement and Notes for submission to the State Auditor prior to commencement of the State audit process.

The accountant will document and provide the Commission with any necessary changes, corrections or additions to the Annual Financial Statement or conversion entries for incorporation into the Edmunds Accounting System. After the identified revisions have been made, the accountant will again review the Annual Financial Statement and conversion entries and affirm that the Annual Financial Statement is ready for audit.

If requested by the Commission’s Audit Committee or Executive Director, the Accountant will attend the virtual Pre-Audit Conference with the State Auditor.

#### **Task 2 - Audit**

Upon commencement of the audit, the Accountant will serve as a resource for the Commission’s Business Manager in responding to questions and requests for adjustments from the State Auditor. The Accountant will participate in telephone calls and virtual meetings arranged by the Business Manager, including calls and meetings with the State Auditor, for purposes of coordinating work and any requested adjustments. The Business Manager will post any necessary adjustments in Edmunds and provide that information to the Accountant, who will then prepare the updated Annual Financial Statement.

After the State Auditor issues a draft audit report, the Accountant will review any findings and recommend responses and corrective actions for the Commission’s consideration.

#### **Task 3 – Post-Audit**

If requested by the Commission’s Audit Committee or Executive Director, the Accountant will attend the virtual Post-Audit Conference with the State Auditor.

### IV. Quotation Format and Evaluation Factors for Award

- A. Evaluation of the Quotation – All quotations will be evaluated by an Evaluation Committee pursuant to the criteria detailed below, which are presented in descending order of importance with the weighting percentage noted. The Commission reserves the right to request clarifying information subsequent to submission of the quotation if necessary. Standards for each criterion are followed by specific instructions for quotation

preparation. Interviews may be conducted, at the option of the Evaluation Committee, with any or all bidders submitting a proposal. A contract may be awarded by the Commission without interviews or further discussion. The following criteria will be used to evaluate the quotations:

1. **Personnel Experience (65%)** – The proposal will be evaluated based on the accounting firm’s knowledge and experience with state and/or local governmental accounting, state audit procedures and use of the Edmunds Accounting System. The proposal must include a cover letter setting forth the experience of the firm and describing work performed on similar projects, key personnel qualifications and relevant experience. The proposal must include a resume and other professional and academic credentials for each person to be assigned to the project.

Proposals must include the overall amount of time anticipated for completion of the Scope of Work. The anticipated number of hours each person will spend on the work identified in Tasks 1-3 must be included to indicate how the bidder’s assigned personnel will be allocated by level of effort. Bidders must identify one or more certified public accountant(s) who will be assigned to the project. If only one certified public accountant is assigned, the bid must include a description of the arrangements that will be put in place to ensure timely completion of the project in the event that individual is unavailable.

The bid must include a statement detailing the Accountant’s availability for the work outlined in Section III, Task 1 above, recognizing that this Task must be completed prior to commencement of the Commission’s FY2023 audit on or about June 30, 2026.

2. **Cost (35%)** – The Commission will consider the bidder’s cost per fiscal year audit (for FY2023, FY2024 and FY2025) and total not-to-exceed cost for the services delineated in the Scope of Work. The bidder must provide supporting documentation, including an hourly rate for each person assigned to the project as defined by the Scope of Work. This will allow the Commission to consider cost-effectiveness by comparison with the level of effort described in 1. above.

Space limitations at the Commission’s office dictate that all work by the Accountant must be done remotely, with no on-site work or meetings required. Therefore, the Commission will not pay separately for travel or administrative costs associated with the project.

The Commission will pay the Accountant based upon the quoted hourly rate and the actual number of work hours of each person assigned to the project. However, the Commission will not pay more than the quoted total not-to-exceed amount.

- B. BAFO – After its receipt and initial evaluation of quotations, the Commission reserves the right to negotiate with any number of bidders it chooses, at its discretion.

## V. Schedule for Questions and Award

Questions may be submitted requesting clarification or additional information about this RFQ. All such questions must be submitted by email and received by the Commission no later than 1:00 pm on May 26, 2026. Questions must be sent via email to [RFP@pinelands.nj.gov](mailto:RFP@pinelands.nj.gov) . All answers will be provided in the form of addenda. They will be posted on the Commission's website on or before 1:00 pm on May 29, 2026.

Quotations are due to the Pinelands Commission no later than 1:00 pm on June 9, 2026, at which time they will be opened. The Commission anticipates distributing notice of intent to award for this quotation by July 10, 2026. The contract is anticipated to be executed immediately thereafter so as to facilitate preparation for the Commission's FY2023 audit.

## VI. Instructions for Preparing Proposals

In addition to the information specified in Section IV above, the following documents must be included with all bid proposal submissions or may be cause for rejection by the Commission:

- A. Request for Quotation cover page, signed and dated by the vendor. If issued, signed verification of receipt of addenda must also be included.
- B. New Jersey State Business Registration Certificate. The bidder may go to <https://www.nj.gov/treasury/revenue/gettingregistered.shtml> to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. If a sub-contractor is used, they also must provide proof of a valid New Jersey Business Registration Certificate.
- C. Source Disclosure Certificate - Attachment A-2

The following documents must be submitted before Contract Award. Bidders are strongly encouraged to submit these documents with their Bid Proposals:

- W-9 - Attachment A-8

Bid Proposals must remain valid for a period of **sixty (60) days** from **Bid Opening** date.

While bidders are not required to follow a standard format in preparing their proposals, they are encouraged to structure their responses in accordance with the evaluation criteria. Proposals should be as succinct as possible, limited to those items with direct relevance to the Scope of Work and the evaluation factors for award.

All proposals must be received by the Pinelands Commission no later than **1:00 p.m. (prevailing Eastern) on June 9, 2026**, and must be submitted via email to [RFP@pinelands.nj.gov](mailto:RFP@pinelands.nj.gov) .

## **Attachments**

### **Attachment A-1**

New Jersey Pinelands Commission Terms and Conditions

### **Attachment A-2**

Source Disclosure Certification

### **Attachment A-3**

Non-Collusion Affidavit

### **Attachment A-4**

Ownership Disclosure Statement

### **Attachment A-5**

Affirmative Action Regulations

### **Attachment A-6**

Mac Bride Principles Certification

### **Attachment A-7**

No Bid Response Form

### **Attachment A-8**

W-9

### **Attachment A-9**

Chapter 51/Executive Order 333

### **Attachment A-10**

Disclosure of Investment Activities in IRAN Form

### **Attachment A-11**

Certification of non-involvement in prohibited activities in Russia or Pursuant to P.L.

2022, c.3

## ATTACHMENT A-1

### **PINELANDS COMMISSION**

### **TERMS AND CONDITIONS**

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT. The following terms and conditions shall apply to all contracts or purchase agreements made with the Pinelands Commission. The Pinelands Commission's terms and conditions shall prevail over any conflicts set forth in a contractor's/vendor's quote or proposal.

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS - The statutes, laws or codes cited herein are available for review at the [State Library](http://www.state.nj.us/treasury/revenue/busregcert.shtml), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the Pinelands Commission is prohibited from entering into a contract with an entity unless the contractor/vendor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the contractor/vendor who shall provide it to the Commission. A New Jersey Business Registration Certificate may be obtained at :

<https://www.state.nj.us/treasury/revenue/busregcert.shtml>

The contractor/vendor shall maintain and submit to the Commission a list of subcontractors and their addresses. This list may be updated from time to time, during contract performance, with the prior written consent of the Commission's Executive Director. The contractor/vendor shall submit to the Commission a complete and accurate list of all subcontractors used and their addresses before final payment is made on the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, 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 business registration copy not properly provided under a contract with a contracting agency.

The contractor/vendor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE – Pursuant to N.J.S.A. 52:25-24.2, in the event the contractor/vendor is a corporation, partnership or limited liability company, the contractor/vendor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted quote or proposal. A contractor's/vendor's failure to submit the completed and signed form prior to or with its quote or proposal will result in the contractor/vendor being ineligible for a contract award, unless the Commission has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the quote or proposal deadline for this procurement. If any ownership change has occurred in the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the quote/proposal.

In the alternative, a contractor/vendor with any direct or indirect parent entity which is publicly traded may submit the name and address of each public traded entity and the name and address of each person that hold a ten (10) percent or greater beneficial interest in the public traded entity as if the last annual filing with the Federal Securities and Exchange Commission of the foreign equivalent, and, if there is any person that holds a ten (10) percent or great 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 ten (10) percent or greater beneficial interest. N.J.S.A. 52:15-24.2

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN -Pursuant to N.J.S.A. 52:32-58, the contractor/vendor must utilize the Disclosure of Investment Activities in Iran form to certify that neither the contractor/vendor, nor one (1) of its parents, subsidiaries, or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's list of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the contractor/vendor , nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the contractor/vendor is unable to so certify, the contractor/vendor shall provide a detailed and precise description of such activities as directed on the form. A contractor's/vendor's failure to submit the complete and signed form will preclude the aware of a contract to said contractor/vendor.

2.4 ANTI-DISCRIMINATION - All parties to any contract with the Pinelands Commission agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within 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 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service.

The contractor/vendor or subcontractors, where applicable, agree 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.

2.5 AFFIRMATIVE ACTION – In accordance with N.J.A.C. 17:27-1.1, prior to award, the contractor/vendor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of a Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors/vendors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the affirmative Action Employee Information Report (AA-302) located on the web at: [https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/)

2.6 AMERICANS WITH DISABILITIES ACT - The contractor/vendor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES – The contractor/vendor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS – New Jersey Law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L. 2005, c. 51 as amended by the Elections Transparency Act, P.L. 2023, c. 30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”) and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51, rev. P.L. 2023, c. 30), a “fair and open process” means, at a minimum, that the contract shall be publicly advertised in newspapers or on the internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Elections Transparency Act definition of a “fair and open process” and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L. 2005, c. 51, as amended by the Elections Transparency Act, P.L. 2023, c. 30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order 333 (2023), contracts awarded pursuant to a fair and open process do not require certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51, rev. P.L. 2023, c. 30), and Executive Order 333 (2023), the State shall not enter into a contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from a Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1). Make or solicit a contribution in violation of the statute.
- (2). Knowingly conceal or misrepresent a contribution given or received;
- (3). Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4). Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor;
- (5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or(8).  
Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the contractor/vendor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at such time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporations, partnership or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A. 19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended contractor/vendor of the contract shall submit the Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required for and instructions are available for review here:

<http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>

2.9 POLITICAL CONTRIBUTION DISCLOSURE – The contractor/vendor is advised of its responsibility to file an annual disclosure on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, rec. P.L.2023, c.30) if in a calendar year the contractor/vendor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's/vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on contractor/vendor activities shall apply to all contracts or purchase agreements made with the Pinelands Commission, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Pinelands Commission or State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the State Ethics Commission.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52: 13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- f. The provisions cited above in paragraphs 2.10a through 2.10e shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general

public subject to any guidelines the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE - Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to setoff that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the Pinelands Commission, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.12 COMPLIANCE - LAWS - The contractor/vendor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.13 COMPLIANCE – STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.14 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS - The contractor/vendor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 the contractor/vendor for the purpose of securing business. If a breach or violation of this section occurs, the Pinelands Commission shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.15 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS – The contractor/vendor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a contractor/vendor does not submit the form with the Quote or Bid, the Contractor must comply within seven (7) business days of the Pinelands Commission's request or the Commission may deem the Quote or Bid non-responsive.

## 2.16 DISCLOSURE OR PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.01 et seq. (P.L.2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

### 3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES – The contractor/vendor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code<sup>70</sup>®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. and all applicable codes for this requirement. The contractor/vendor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. is hereby made part of every contract entered into on behalf of the Pinelands Commission, except those contracts which are not within the contemplation of the Act. The contractor's/vendor's signature on the proposal/bid is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by the proposal/bid has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the contractor's/vendor's signature on the proposal/bid is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by the proposal/bid shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

### 3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor/vendor must agree as follows:

- a) In the hiring or 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 the contract, no contractor/vendor, nor any person acting on behalf of such contractor/vendor 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/vendor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance or work under this contract or any subcontract hereunder, or engaged in 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 any contractor/vendor by the Pinelands Commission, 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 canceled or terminated by the Pinelands Commission, 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/vendor from the Pinelands Commission of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor/vendor must agree as follows:

- a) The contractor/vendor 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/vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor/vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor/vendor, 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;
- c) The contractor/vendor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Pinelands Commission's contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. 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.
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. 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.
4. 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 State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A.34:5A-I et seq. which requires the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the Pinelands Commission must be labeled by the contractor/vendor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Pinelands Commission shall be performed within the United States, except when the Pinelands Commission’s contracting officer certifies in writing a finding that a service required by the Pinelands Commission cannot be provided by a contractor/vendor or subcontractor within the United States and the certification is approved by the Pinelands Commission’s Executive Director.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor/vendor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Pinelands Commission’s contracting officer and its Executive Director.

3.8 BUY AMERICAN – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor/vendor shall be required to so certify.

3.9 DOMESTIC MATERIALS – Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair or any public work, the contractor/vendor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT – Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1. et seq., a contractor/vendor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State, which includes the Pinelands Commission, shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templated see: <https://nj.gov/labor/equalpay/equalpay.html>

3.11 EMPLOYEE MISCLASSIFICATION – In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- a. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- b. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- c. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17 – 1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work orders to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT – Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), contractors/vendors that have access to, or host the Pinelands Commission’s network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homelands Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the contractor/vendor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, “Cybersecurity Incident” means a malicious or suspicious event occurring or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.) commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the contractor's/vendor's responsibility to report Security Incidents to the Pinelands Commission. The contractor/vendor shall given notice of the Cybersecurity Incident to the Pinelands Commission as soon as possible, but not less than one business day after the contractor/vendor reasonably believes that Cybersecurity Incident has occurred.

3.8

#### 4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION - The contractor's liability to the Pinelands Commission and its employees in third party suits shall be as follows:

- (a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Pinelands Commission and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- (b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
- (c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the Pinelands Commission the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the Pinelands Commission at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide same. The contractor shall provide the Pinelands Commission with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the Pinelands Commission. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the Pinelands Commission until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall

list the Pinelands Commission, 15C Springfield Road, PO Box 359, New Lisbon, NJ 08064 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the Pinelands Commission at:

[Jessica.Lynch@pinelands.nj.gov](mailto:Jessica.Lynch@pinelands.nj.gov)

The insurance to be provided by the contractor shall be as follows:

- a. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Pinelands Commission, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000.00 per occurrence as a combined single limit. The Pinelands Commission must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the Pinelands Commission's behalf or on Pinelands Commission controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE

\$1,000,000 DISEASE EACH EMPLOYEE

\$1,000,000 DISEASE AGGREGATE LIMIT

- d. This \$1,000,000.00 amount may have been raised by the RFP when deemed necessary by the Executive Director.

## 5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR – The contractor's status shall be that of any independent contractor and not as an employee of the Pinelands Commission.

5.2 FORCE MAJEURE – Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from an act of God, fire, natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other health crisis (arising during the term of the contract.) In the event of such a delay or inability to perform, the time of performance will be extended by a reasonable amount of time under the specific circumstances and to a mutually agreed-upon date sufficient to allow the contractor/vendor to perform the work delayed by the Force Majeure

- 5.3 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the Pinelands Commission shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.
- 5.4 CONTRACT TERM AND EXTENSION OPTION - If, in the opinion of the Executive Director, it is in the best interest of the Pinelands Commission to extend a contract, the contractor/vendor shall be so notified of the Executive Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor/vendor shall have fifteen (15) calendar days to respond to the Executive Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including but not limited to pricing of the original contract shall apply unless more favorable terms for the Pinelands Commission have been negotiated.
- 5.5 PINELANDS COMMISSION'S OPTION TO REDUCE SCOPE OF WORK – The Pinelands Commission has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Executive Director shall provide to the contractor advance written notice of the change in scope of work and what the Executive Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:
- (a) If the contractor does not agree with the Executive Director's proposed adjusted contract price, the contractor shall submit to the Executive Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Executive Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Executive Director shall make a prompt decision taking all such information into account and shall notify the contractor of the final adjusted contract price.
  - (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Executive Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Executive Director may request. The Executive Director shall make a prompt decision taking all such information into account and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications in the terms of this contract shall be valid only when they have been reduced to writing and signed by the contractor and Executive Director.

- 5.6 CHANGE IN LAW – If, after award, a change in applicable law or regulation affects the this contract, the parties shall amend the contract, whether adding new work required by the law or to eliminate work no longer required by the law. along with a commensurate price change. The parties shall negotiate the terms of the change in good faith. However, if an agreement is not possible after reasonable efforts, the Executive Director shall make a prompt decision taking all relevant information into account, and shall notify the contractor, in writing, of the final adjusted scope of work and contract price.

5.7 SUSPENSION OF WORK - The Pinelands Commission may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order or upon such other date as the Pinelands Commission's Executive Director may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.8 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Executive Director may terminate this contract at any time, in whole or in part, for the convenience of the Pinelands Commission, upon no less than thirty (30) days written notice to the contractor.

b. For Cause

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Executive Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

2. Where in the reasonable opinion of the Executive Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Executive Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Executive Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

c. In cases of emergency the Executive Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

a. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Executive Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the Pinelands Commission and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

- b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Executive Director

No Contractual Relationship: Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the Pinelands Commission.

5.9 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Executive Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Executive Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Executive Director must be so notified. All responsible parties of the dissolved business entity must submit to the Executive Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Executive Director.

5.10 PERFORMANCE GUARANTEE OF CONTRACTOR - The contractor hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the Pinelands Commission and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the Pinelands Commission. The contractor shall render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

- g. All services rendered to the Pinelands Commission shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the Pinelands Commission is rendered.

5.11 DELIVERY REQUIREMENTS –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
- b. The contractor shall be responsible for the delivery of material in first class condition to the Pinelands Commission or the purchaser under this contract and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the Pinelands Commission shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.12 APPLICABLE LAW AND JURISDICTION - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.13 CONTRACT AMENDMENT – Except as provided herein, the contract may only be amended by written agreement of the Pinelands Commission and the contractor.

5.14 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the Pinelands Commission, for audit and review.

5.15 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the Pinelands Commission, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the Pinelands Commission pursuant to this contract

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
  - 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
  - d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the Pinelands Commission the allotted share thereof, if any, assigned to the Pinelands Commission hereunder.
- 5.16 NEWS RELEASES – The contractor/vendor is not permitted to issue news releases pertaining to any aspect of the services provided under this contract without the prior written consent of the Executive Director
- 5.17 ADVERTISING -The contractor/vendor shall not use the State’s name, seal, or logos as part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The contractor/vendor shall not use the Pinelands Commission’s name, seal, or logos as part of any commercial advertising without first obtaining the prior written consent of the Pinelands Commission.
- 5.18 LICENSES AND PERMITS – The contractor/vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. Notwithstanding the requirements of the Bid Solicitation, the contractor shall supply the Pinelands Commission with evidence that all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the contractor/vendor in its quote/bid.
- 5.19 CLAIMS AND REMEDIES
- a. All claims asserted against the Pinelands Commission by the contractor/vendor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or imder the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.
  - b. Nothing in this contract shall be construed to be a waiver by the Pinelands Commission of any warranty, express or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing by the Executive Director.
  - c. In the event the contractor/vendor fails to comply with any material contract requirement, the Executive Director may take steps to terminate this contract in accordance with the Pinelands Commission’s Terms and Conditions, authorize delivery of contract by any means, with the difference between the price paid and the defaulting contractor’s/vendor’s price either being deducted from any monies due the defaulting contractor/vendor or being an obligation owed to the Pinelands Commission by the Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.
- 5.20 CONFIDENTIALITY
- a. The obligations of the Pinelands Commission under this provision are subject to the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other document request or subpoena.

- b. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. Contractor's/Vendor's Confidential Information, to the extent not expressly prohibited by the law, shall consist of all information clearly identified as confidential at the time of disclosure to the Pinelands Commission. Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena.
- c. The Pinelands Commission's confidential information shall consist of all information or data contained in documents supplied by it, any information or data gathered by the contractor/vendor in fulfillment of the of the contract and any analysis thereof (whether in fulfillment of the contract or not).
- d. A party's confidential information shall not include information that: (1) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the contract to keep it confidential; (2) was in the other party's lawful possession prior to the disclosure and had not be obtained by the other party either directly or indirectly form the disclosing party; (3) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (4) in independently developed by the other party.
- e. The Pinelands Commission agrees to hold the contractor's/vendor's confidential information in confidence, using at least the same degree of care used to protect its own confidential information.
- f. In the event that the Pinelands Commission receives a request for the contractor's/vendor's confidential information related to this contract pursuant to a court order, subpoena, or other operation of law, the Pinelands Commission agrees, if permitted by law, to provide the contractor/vendor with as much notice, in writing as is reasonably practicable and the Pinelands Commission's intended response to such order of law. Contractor/Vendor shall take any action it deems appropriate to protects its documents and/or information.
- g. In the event the contractor/vendor receives a request for the Pinelands Commission confidential information related to this contract pursuant to a court order, subpoena, or other operation of law, the contractor/vendor shall, if permitted by law, to provide the Pinelands Commission with as much notice, in writing as is reasonably practicable and the Contractor's intended response to such order of law. The Pinelands Commission shall take any action it deems appropriate to protect its documents and/or information.
- h. Notwithstanding the requirements of nondisclosure described in this Section, with party may release the other party's confidential information:

- (1) directed to do so by a court or arbitrator of competent jurisdiction; or
- (2) pursuant to a lawfully issued subpoena or other lawful document request:
  - (a) in the case of the Pinelands Commission, if the Commission determines the documents or information are subject to disclosure and contractor/vendor does not exercise its right as described in 5.20(f), or if the contractor/vendor is unsuccessful in defending its rights as described in Section 5.20(f); or
  - (b) in the case of the contractor/vendor, if the contractor/vendor determines the documents or information are subject to disclosure and the Pinelands Commission does not exercise its rights as described in Section 5.20(g), or if the Pinelands Commission is unsuccessful in defending its rights as described in Section 5.20(g).

## 6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise agreed to in writing by the Pinelands Commission, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the Pinelands Commission shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Executive Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.8(b)1.

In an exceptional situation the Pinelands Commission may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES – The Pinelands Commission is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State Federal Excise Tax Exemption number is 22-2273210.

## 6.3 PAYMENT TO VENDORS -

- a. The Pinelands Commission is authorized to order and the contractor/vendor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the Pinelands Commission reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Executive Director as a basis to terminate the contract and/or not award the contractor/vendor a subsequent contract. The Executive Director may take such steps as are necessary to have the items returned, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor/vendor shall reimburse the Pinelands Commission the full purchase price.
- b. The contractor/vendor must submit invoices to the Pinelands Commission with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading,

and/or other documentation must be sent to the Pinelands Commission prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet(s). When applicable, invoices should reference the appropriate task or subtask and the price sheet line number from the contractor's bid proposal. All invoices must be approved by the Pinelands Commission before payment will be authorized.

- c. In all time and materials contracts, the Pinelands Commission shall monitor and approve the hours of work and the work accomplished by contractor/vendor and shall document both the work and the approval. Payment shall not be made without such documentation.
- d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to Purchasing, 15 Springfield Rd, New Lisbon, NJ 08064.

6.4 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq. requires state agencies, including the Pinelands Commission, to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed payment voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the Pinelands Commission prior to processing any payments for goods and services accepted by it. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.5 AVAILABILITY OF FUNDS – The Pinelands Commission's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Pinelands Commission for payment of any money shall arise unless and until funds are appropriated each fiscal year to the Pinelands Commission by the State Legislature and made available through receipt of revenues.

6.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)-Following the opening of bid proposals, the Pinelands Commission may, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the consulting services offered, the terms and conditions, and/or the price of a proposed contract award, with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bid proposals and, if necessary, select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the Pinelands Commission, price and other factors considered. The Committee shall not be required to contact all bidders to negotiate and/or to submit a BAFO.

In response to the Pinelands Commission's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original proposal in any revised proposal. However, any revised proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the Pinelands Commission's request for a BAFO, bidders may submit a revised proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised proposal that is higher in price than the original will be rejected as non-responsive and the original bid proposal will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and will prepare an Award Recommendation to the Executive Director. The Evaluation Committee's Award Recommendation will include the responsive bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the Pinelands Commission, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised bid proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award is issued.

Current as of 1/2025



ATTACHMENT A-2
SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- Services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
Services will be performed by the Contractor and/or Subcontractors outside of the United States. Complete Part 2.

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Table with 4 columns: Name of Contractor / Sub-contractor, Performance Location by Country, Description of Service(s) to be Performed Outside of the United States \*, Reason Why the Service(s) Cannot be Performed in the United States \*. Contains 12 empty rows for data entry.

\*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



ATTACHMENT A-3

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
PINELANDS COMMISSION  
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

TO: The Pinelands Commission

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affidavit) (Name of Town)

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 \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or Position) (Name of firm)

The bidder making this Proposal for the bid proposal entitled \_\_\_\_\_, and  
that I executed the said proposal with full \_\_\_\_\_  
(Proposal Name)

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 New Jersey Pinelands Commission 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)

\_\_\_\_\_  
(Type or print Name)



ATTACHMENT A-4

OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION

15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

VENDOR NAME: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP. Please answer all questions and complete the information requested.

- 1. The vendor is a Non-Profit Entity; and therefore, no disclosure is necessary.
2. The vendor is a Sole Proprietor; and therefore, no other disclosure is necessary.
3. The vendor is a corporation, partnership, or limited liability company.
4. If you answered YES to Question 3, do any individuals (including a single 100% owner), partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.

If you answered YES to Question 4, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

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- 5. For each of the corporations, partnerships, or limited liability companies identified in response to Question #4 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered YES to Question 5, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

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- 6. The vendor is a publicly traded company.
7. A Vendor 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% 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.



## ATTACHMENT A-5

### **AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C.127 (N.J.A.C. 17:27)**

STATE OF NEW JERSEY  
PINELANDS COMMISSION  
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P. L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent: This could have a cost associated with its compliance to the State of New Jersey bidder is responsible for obtaining this information.

1. A photocopy of a valid letter from the U. S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
2. A photocopy of approved Certificate of Employee Information Report.
3. An affirmative Action Employee Information Report (Form AA302).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE  
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

All bidders must answer the following questions:

1. Do you have a federally approved or sanctioned Affirmative Action Program?  
YES  NO
2. Do you have a Certificate of Employee Information Report Approval from the State of New Jersey?  
YES  NO

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

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

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

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

NAME (print): \_\_\_\_\_



**MACBRIDE PRINCIPLES FORM**

STATE OF NEW JERSEY  
PINELANDS COMMISSION  
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such 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, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title



ATTACHMENT A-7

**NO BID RESPONSE FORM**

STATE OF NEW JERSEY  
PINELANDS COMMISSION  
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

Bid or Quote Name and Number \_\_\_\_\_

Bid or Quote Opening Date: \_\_\_\_\_

If you decide not to submit a bid or quote, won't you please complete the following?

We are not submitting a bid for the following reason(s)?

- Can not comply with specifications
- Unable to meet Delivery
- Can not comply with terms/conditions. (Please state which ones.)
- Do not sell/manufacture type of items involved.
- Not interested at this time.
- We do  do not  want to remain on the mailing list for future bid.

Other: \_\_\_\_\_  
\_\_\_\_\_

Please make any changes, if necessary.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person \_\_\_\_\_ Title: \_\_\_\_\_

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

\*\*Please return to Jessica Lynch by Fax 609-894-7334 or email at [RFP@pinelands.nj.gov](mailto:RFP@pinelands.nj.gov).



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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

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

## Privacy Act Notice

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

**INFORMATION AND INSTRUCTIONS**  
**For Completing the “Two-Year Chapter 51/Executive Order**  
**333 Vendor Certification and Disclosure of Political**  
**Contributions for Non-Fair and Open Contracts” Form**

**Background Information**

New Jersey law insulates the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”) and Executive Order No. 333 (2023).

**For Contracts Awarded Pursuant to a Fair and Open Process**

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do **not** require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

**For Contracts Awarded Pursuant to a Non-Fair and Open Process**

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

**Definitions:**

A “fair and open process” means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23 (P.L.2005, c.51, rev. P.L.2023, c.30).

A “Continuing Political Committee” means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a “political party committee,” a “legislative leadership committee,” or an “independent expenditure committee,” as defined in N.J.S.A. 19:44A-3.

**Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form **for Non-Fair and Open Contracts** is valid for a two (2) year period. Thus, if a Business Entity and/or vendor receives approval on January 1, 2022, the certification expiration date would be December 31, 2023. Any change in the Business Entity’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51 forms to the contracting State Agency. **Please note that it is the Business Entity’s responsibility to file new forms with the State should these changes occur.**

## State Agency Instructions

Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a Business Entity's Chapter 51 certification before contacting the Review Unit's mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the Business Entity is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the Business Entity. If the response is that the Business Entity is NOT within an approved two-year period, then forms must be obtained from the Business Entity and forwarded for review. If the response is that the Business Entity is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### Instructions for Completing the Form

#### "For State Use Only" box

This box/section should **only** be filled out by the contracting State agency.

The contracting State agency must check the box indicating whether this is a fair and open contract. Please note that if the answer is **YES**, the **Chapter 51 form is not required** and should not be submitted as per the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023).

**NOTE:** Parts 1, 2 and 3 of the form should be filled out the Business Entity.

#### Part 1: BUSINESS ENTITY INFORMATION

**Business Name** – Enter the full legal name of the Business Entity, including trade name if applicable.

**Address, City, State, Zip and Phone Number** – Enter the Business Entity's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the Business Entity's primary email address.

**Vendor FEIN** – Please enter the Business Entity's Federal Employment Identification Number.

**Business Type** – Check the appropriate box that represents the Business Entity's type of business formation.

**Listing of officers, shareholders, partners or members** – Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

#### Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the two (2) types of political contributions that require disclosure and, if applicable, provide the recipient's information.

**Name of Recipient** – Enter the full legal name of the recipient.

**Address of Recipient** – Enter the recipient's street address.

**Date of Contribution** – Indicate the date the contribution was given.

**Amount of Contribution** – Enter the dollar amount of the contribution.

**Type of Contribution** – Select the type of contribution from the examples given.

**Contributor's Name** – Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** – Indicate the relationship of the contributor to the Business Entity. (e.g., officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information within Part 2 if no reportable contributions have been solicited or made by the Business Entity. **This box must be checked if there are no contributions to report.**

### **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity and all individuals and/or entities whose contributions are attributable to the Business Entity. No additional Certification and Disclosure forms are required if BOX A is checked.

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity and all individuals and/or entities whose contributions are attributable to the Business Entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity only. Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the Business Entity and must be included with the Business Entity submittal.

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the Business Entity is completing a separate Certification and Disclosure form.

#### **Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

#### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

#### **Business Entity Procedure for Submitting Form(s)**

- The Business Entity should return this form to the contracting State Agency.
- The Business Entity should also submit the Certification and Disclosure form directly to the Chapter 51 review Unit only when:
- The Business Entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The Business Entity had a change in its ownership structure; OR
- The Business Entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

#### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023) or may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo333questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <https://www.state.nj.us/treasury/purchase/execorder333.shtml>.

Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Is the contract being awarded pursuant to a "fair and open process" pursuant to P.L.2023, c.30? Yes  No

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
 (Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**All Equity partners of a Partnership**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**All Equity members of a LLC**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.**

**1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n).

**2. Report below all contributions solicited or made during the 5 1/2 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial candidate.

Full Legal Name of Recipient _____ Address of Recipient _____ Date of Contribution _____ Amount of Contribution _____ Type of Contribution (i.e. currency, check, loan, in-kind) _____ Contributor Name _____ Relationship of Contributor to the Vendor _____ <b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b> <input type="button" value="Remove Contribution"/>
Full Legal Name of Recipient _____ Address of Recipient _____ Date of Contribution _____ Amount of Contribution _____ Type of Contribution (i.e. currency, check, loan, in-kind) _____ Contributor Name _____ Relationship of Contributor to the Vendor _____ <b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b> <input type="button" value="Remove Contribution"/> <input type="button" value="Add a Contribution"/>

**Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

**Part 3: Certification** (Check one box only)

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 2. All reportable contributions made by or attributable to the business entity have been listed above.**

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.
- b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.
- c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.

**4. During the term During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to any candidate committee or election fund of any candidate or holder of the public office of Governor.**

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The Business Entity should return this form to the contracting State Agency.** The Business Entity can submit this form directly to the Chapter 51 Review Unit only when it:

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



ATTACHMENT A-10
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, 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 certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[ ] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above 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.

OR

[ ] I am unable to certify as above because the Vendor/Bidder 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 of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

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

Duration of Engagement
Anticipated Cessation Date

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

\*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_



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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

Blank lines for detailed description of activity.

(Attach Additional Sheets If Necessary.)

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).