WASHINGTON TOWNSHIP BOARD OF EDUCATION

PUBLIC BID

#27-003 ICE CREAM PRODUCTS

Enclosed are the terms, specifications, contract documents and proposal form.

BIDS DUE: TUESDAY, MARCH 24, 2026 at 11:30 a.m.

RETURN BIDS TO:

PURCHASING DEPT.
WASHINGTON TOWNSHIP BOARD OF EDUCATION
EILEEN ABBOTT CENTRAL ADMINISTRATION BUILDING
206 EAST HOLLY AVENUE
SEWELL, NJ 08080

WASHINGTON TOWNSHIP BOARD OF EDUCATION
BID SPECIFICATIONS
FOR BID 27-003, ICE CREAM PRODUCTS

I. GENERAL:

The Washington Township Board of Education (hereinafter referred to as the Board) is seeking bids from qualified vendors for ICE CREAM PRODUCTS for the Food Services Department for the 2026-2027 School Year.

The Bid Specifications/Vendor Quotation Form (Proposal Form) and other bidding documents are enclosed. Questions on bidding documents should be directed to the Purchasing Department at 856-589-6644, Extension 6516.

1. Bid Quantities are Estimates Only and may be changed due to budget limitations. Minimum quantity ordered for an item could be zero. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

2. The Board may, at its option, accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids.

3. In the event of a discrepancy between the Bid Unit Price and the Extension/Total Price for a bid item, the UNIT PRICE will govern. The Board assumes no responsibility to recalculate totals.

4. **Bid Prices are to include shipping, FOB Destination, Freight Prepaid, and Bid Prices are to remain firm through June 30, 2027. (**See Bid Checklist Documents pages 9, 24 and 30, Item #5).**

5. Orders will be placed throughout the school year by Food Services Department and Shipping/Delivery will be required to various locations throughout the District. BID ITEMS WILL BE ORDERED THROUGHOUT THE SCHOOL YEAR AS REQUIRED, AND IF NEEDED.

6. **The successful bidder agrees to provide the Board with the nutritional content information for all products included in the bid.**

7. **Note if your company has a minimum quantity or price per purchase order; HOWEVER, No Minimum Order or Delivery is requested. (**See Bid Checklist Documents pages 9 and 30, Item #5).**

8. **DELIVERIES MUST BE MADE between the hours of 6:00 A.M. and 9:00 A.M., Monday through Friday, except holidays. No Delivery will be accepted after 9:00 A.M. or before 6:00 A.M. (**See Bid Checklist Documents page 30, #5).**

9. When a formal contract is not required by the Board of Education, an approved and signed Washington Township Board of Education Purchase Order will constitute a contractual agreement. No Vendor shall commence any project or deliver any goods until receipt of an approved Purchase Order authorizing goods to be delivered or work to begin. Vendor Substitutions for Bid Awarded items WILL NOT be accepted by the Board.

10. Pursuant to N.J.S.A. 52:32-44 a contractor that seeks to enter into a contract with a Board of Education in an amount that exceeds fifteen (15%) percent of the bid threshold, shall submit to the board a valid and current New Jersey Business Registration Certificate.

11. Award of a Contract, if a contract is awarded, will be to the lowest responsible, responsive bidder meeting the specifications. Price alone will not be the only basis for award of a contract. The bidder must meet all the qualifications stated in the Bid. Any bidder for services must be known to be engaged in the business and qualified to carry out his contract. Satisfactory references to that effect must be furnished if required.

12. The Board of Education reserves the right to accept any bid in whole, in part or in parts, and to reject any or all bids in accordance with the provisions of Statute.

13. The Board reserves the right to cancel the contract at any time that the conditions established in the specifications are not complied with or for any good and sufficient reason, if deemed in the best interest of the school district to do so. The Board of Education will act to award a contract no later than 60 days after receipt of bids.

14. In case of emergency school closing, orders for that day will be canceled without cost to the Board of Education.

15. No bid proposal may be withdrawn for a period of sixty (60) days after the date set for opening of bids unless a written request is received by the School Business Administrator within five (5) business days after the proposed opening. A request to withdraw a proposal after the specified number of days will not be honored.

16. ANTI-BULLYING BILL OF RIGHTS – REPORTING OF HARRASSMENT, INTIMIDATION AND BULLYING – CONTRACTED SERVICE
The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act – N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The District shall provide to the contracted service provider a copy of the Board's Anti-Bullying Policy.

    In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

17. ANTI-DISCRIMINATION PROVISIONS – N.J.S.A. 10:2-1
N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

    a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or the procurement, manufacture, assembling or furnishing of any such materials, equipment supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

    b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

    c. There may be deducted from the amount payable to the contractor by the contracting public agency under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

    d. This contract may be canceled or terminated by the contracting public agency, and all due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P. L. 1985, c. 490 (c.18A:18A-51 et seq.).

18. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to: The Company is to submit itemized bills for all supplies delivered during the preceding calendar month. Said bills must show:

1. Monthly unit quantities of each product delivered by container size for each school supplied;
2. The total unit price being charged; and
3. The total amount of the purchase.

- Signed voucher by vendor;
- Packing Slips; and
- Invoices.

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice must be submitted to the Food Service Department.
- Invoices must be submitted with thirty (30) days of service.

19. AMERICAN GOODS AND PRODUCTS:
Pursuant to 18A:18A-20; and 7 C.F.R. 210.2 (d) requires that the Board of Education shall contract for only manufactured and farm products of the United States, wherever possible and to the maximum extent practicable, to be used in such work stated in specifications.

20. By submitting a bid, Bidder acknowledges verification of all requirements of the Specifications. If Bid Specifications were **not** obtained directly from the Washington Township Board of Education, it is the bidders responsibility to provide the Board with contact information in the event of an addendum. The Board will not be held liable for any missing aspect of specifications if obtained by a third party.

21. The Board intends to enter into a contract with the successful Bidder incorporating all provisions of the Bid Checklist, the Specification and any addenda hereto. By submitting a Bid, Bidders are agreeing to enter into such a contract if they are awarded the work.

22. Bidders are required to comply with all requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1, et seq., as well as the provisions of N.J.S.A. 10:5-31 et seq., P.L. 1975, C127 (N.J.A.C. 17:27), and with all other Federal Laws and New Jersey Statutes not specified herein.

23. The Board of Education reserves the option to renew the contract subject to Board approval, mutual agreement and the provisions of statute.

24. Questions on bidding documents should be directed to Stephanie Lyons, Purchasing Manager, 856-589-6644 Ext. 6516. Questions on specifications should be directed to Jennifer Mullin, Food Service Manager, 856-582-4010.

25. Use of subcontractors by the successful bidder is prohibited unless authorized in writing by the Business Administrator/Board Secretary or the Superintendent of Schools.

26. CRIMINAL HISTORY RECORD-The Board defines, "regular contact with students" as twenty (20) hours per month. As per Board policy, "The Board shall not employ for pay or contract for the paid services of any person serving in a position which involves regular contact with students unless the Board has first determined, consistent with the requirements and standards of N.J.S.A. 18A-6-7.1 et seq., that no criminal history record information exists on file the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification which would disqualify the individual from being employed or utilized in such capacity or position."

27. To ensure the safety of our students, it is the policy of Washington Township Board of Education that all visitors to our schools enter at the front office. All visitors must provide their names, date, time in and time out of the visit.

Sealed bids for Bid No. 27-003, ICE CREAM PRODUCTS will be received at the Eileen Abbott Central Administration Building, 206 East Holly Avenue, Sewell, New Jersey 08080 **no later than 11:30 A.M. BID PREVAILING TIME, ON TUESDAY, MARCH 24, 2026** at which time and place they will be publicly opened and read. **Any Bid received after the specified date and time of the opening will be disqualified.**

All bids are to be presented on or before the above time in a SEALED ENVELOPE PLAINLY MARKED ON THE OUTSIDE ENVELOPE WITH THE APPROPRIATE BID TITLE AND NUMBER, DATE AND TIME OF THE OPENING, AS WELL AS THE NAME AND ADDRESS OF THE BIDDER.

It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

ETHICS IN PURCHASING
Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board of Education or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

ICE CREAM PRODUCTS - WASHINGTON TOWNSHIP BOARD OF EDUCATION

BID # 27-003

PROPOSAL FORM

ITEM	DESCRIPTION, SIZE, UNIT	EST. QTY	BID PRICE	BID QUANTITY	TOTAL BID AMOUNT
I. CATERING ITEMS					
1.00 SLICES: ICE CREAM SLICES	VANILLA ICE CREAM 8 / BOX	50			
1.01 TUB: ICE CREAM TUB	CHOCOLATE ICE CREAM TUB 3 LB. TUB	25			
1.02 TUB: ICE CREAM TUB	STRAWBERRY ICE CREAM TUB 3 LB. TUB	25			
1.03 TUB: ICE CREAM TUB	VANILLA ICE CREAM 3 LB. TUB	25			
				CATERING ITEMS TOTAL	
II. REDUCED FAT / REDUCED SUGAR					
2.00 BAR: LOW FAT OR NO FAT	CHOCOLATE ÉCLAIR: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.01 BAR: LOW FAT OR NO FAT	COTTON CANDY: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.02 BAR: LOW FAT OR NO FAT	CREAMSICLE: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.03 BAR: LOW FAT OR NO FAT	STRAWBERRY SHORTCAKE: 3-4 OZ.; 24-48/CASE** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.04 BAR: LOW FAT OR NO FAT	FUDGE: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.05 BAR: LOW FAT OR NO FAT	COOKIE CRUMBLE BAR: 3-4 OZ.; 24-48/CASE** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.06 CONE: LOW FAT OR NO FAT	COOKIES AND CREAM: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.07 CONE: LOW FAT OR NO FAT	JIMMY SWIRL: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.08 CONE: LOW FAT OR NO FAT	VANILLA/CHOCOLATE: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.09 CUP: LOW FAT OR NO FAT	CHOCOLATE: 3-4 OZ.; 24-48 / CASE ** MUST MEET ALL SMART SNACK REQUIREMENTS	250			

BID # 27-003 **PROPOSAL FORM**

ITEM	DESCRIPTION, SIZE, UNIT	EST. QTY	BID PRICE	BID QUANTITY	TOTAL BID AMOUNT
II. REDUCED FAT / REDUCED SUGAR, cont'd					
2.10 CUP:	FROZEN YOGURT, VANILLA: 3-4 OZ.; 24-48/CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	150			
2.11 CUP:	FROZEN YOGURT, CHOCOLATE: 3-4 OZ.; 24-48/CASE**				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	150			
2.12 CUP:	FUDGE SUNDAE: 3-4 OZ.; 24-48 / CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.13 CUP:	VANILLA: 3-4 OZ.; 24-48 / CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.14 CUP:	VANILLA/CHOCOLATE: 3-4 OZ.; 24-48 / CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.15 CUP:	COTTON CANDY: 3-4 OZ.; 24-48 / CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.16 CUP:	SOUR CYCLONE: 3.75 OZ.; 24/ CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.17 PUSHUP:	COTTON CANDY: 3-4 OZ.; 24-48 / CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.18 SANDWICH:	COOKIES AND CREAM: 3-4 OZ.; 24-48 / CASE **				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			
2.19 SANDWICH:	ICE CREAM SANDWICH: VANILLA 3-4 OZ.; 24-48/CASE**				
LOW FAT OR NO FAT	MUST MEET ALL SMART SNACK REQUIREMENTS	250			

**** ANY PRODUCT INDICATED REQUIRES DISCLOSURE OF THE EXACT QUANTITY AND SIZE OF THE CASE BIDDED.**

REDUCED FAT/
REDUCED SUGAR TOTAL _____

BID GRAND TOTAL _____

Company _____

Address _____

Phone _____ Fax _____

Email _____

Authorized Signature _____

Please Print Name _____

Title _____

Date _____

Sealed bids for **Bid No. 27-003, Ice Cream Products**, will be received at the Eileen Abbott Central Administration Building, 206 East Holly Avenue, Sewell, NJ 08080, **no later than 11:30 A.M., Prevailing Time on TUESDAY, MARCH 24, 2026**, at which time and place they will be publicly opened and read. **Any bids received after this date and time will be disqualified.**

WASHINGTON TOWNSHIP BOARD OF EDUCATION
EILEEN ABBOTT CENTRAL ADMINISTRATION BUILDING
206 EAST HOLLY AVENUE
Sewell, New Jersey 08080
Telephone: (856) 589-6644
Fax: (856) 582-1918

CHECKLIST

27-003, ICE CREAM PRODUCTS

The following documents **must accompany your Bid** (signed and completed as stated on each form):

_____ **Proposal Form** with Prices as outlined in Specifications.

_____ Mandatory Affirmative Action Language, Federal Affirmative Action Plan Approval or a Certificate of Employee Information Report or Affirmative Action Employee Information Report.

_____ Statement of Ownership (Stockholder Disclosure Certification).

_____ Non-Collusion Affidavit.

_____ Bid Proposal.

_____ Acknowledgement of Addenda.

_____ C. 271 Political Disclosure Form (Instructions, Form, and List of Agency Officials).

_____ Contractor/Vendor Questionnaire and Certification.

_____ W-9, Request for Taxpayer Identification Number and Certification.

_____ Insurance Coverage.

The following documents **should be provided prior to the award of the contract** (signed and completed as stated on each form):

State of New Jersey Business Registration Certificate/License.

Disclosure of Investment Activities in Iran.

Certification of Non-Involvement in Prohibited Activities in Russia Belarus.

AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **27-003** Proposal Date: **Tuesday, March 24, 2026**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Certificate of Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report. ☐ Yes ☐ No

   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered ***"NO"*** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract compliance/

- Click on "Employee Information Report"
- Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit—EEO Monitoring Program
P.O. Box 206
Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

(Revised, 7/22)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A.10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.,
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

(Revised, 7/22)

EXHIBIT *A (Cont)*

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at:

http://www.state.ni.us/treasury/contract_compliance/.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1-1 et seq.

_____

Company Name (Print)

_____

Signature

_____

Date

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) SS
COUNTY OF_____)

_____
Name of Project

I, _____, of the City of_____,
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_____, the proposer/bidder making the proposal for the above-named project and that I executed the said proposal with full authority to do so; that said proposer/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 Owner 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 Contractor

in accordance with N.J.S.A. 52:34-15. I understand that if I violate the provisions set forth in this Affidavit the owner shall have the right to annul this contract or be entitled to any other appropriate remedy as set forth in N.J.S.A. 52:34-15.

Subscribed and sworn
to before me this
_____day

of_____, 20_____
Also type or print name of affiant
under signature

_____
Notary Public of

My Commission expires_____20____

WASHINGTON TOWNSHIP BOARD OF EDUCATION
EILEEN ABBOTT CENTRAL ADMINISTRATION BUILDING
206 EAST HOLLY AVENUE
SEWELL, NEW JERSEY 08080

Telephone: (856) 589-6644 **Fax: (856) 582-1918**

BID PROPOSAL

BID NO._____
DUE DATE_____
TIME_____

NAME OF BIDDER_____

BUSINESS ADDRESS_____

EMAIL_____

TELEPHONE_____DATE OF BID_____

The bidder above-mentioned declares and certifies:

1. That the said bidder is of lawful age, the only one interested in this bid and that no one other than said bidder has any interest herein.

2. That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and is in all respects fair and without collusion or fraud.

3. That said bidder has carefully examined and understands that the general conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board of Education are a part of the bid proposal; and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.

4. Prices quoted herein are exclusive of all federal, state, and municipal taxes and excise taxes.

5. Proposals will remain in effect for 60 days from the bid opening date. **Bid prices will remain in effect until June 30, 2027. If not, please specify Date for consideration:** _____

6. No member of the Board of Education of Washington Township, County of Gloucester, New Jersey, nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in its supplies, materials, equipment or worker services to which it relates or any portion of the profits thereof.

7. It is expressly agreed that all persons engaged in the prosecution of the work hired by the contractor or by a subcontractor shall be conclusively deemed to be the employees of the contractor of such subcontractor and under no circumstances and for no purpose shall be deemed to be employees of the Board of Education.

8. The above award or conditional award shall not be binding until the contract has been executed by the owner, nor shall any work be performed on the proposed contract until the prospective contractor has been notified that the contract has been executed by the owner.

_____
Authorized Signature

_____
Title of Signatory
Affix Corporate Seal if Applicable

WASHINGTON TOWNSHIP BOARD OF EDUCATION
SUPPLEMENTAL INSTRUCTIONS/SPECIFICATIONS

GENERAL

1. **Vendors must submit all required forms with their bid.**

2. A "Material Safety Data Sheet" (MSDS) listing must be provided for all hazardous substances, as well as all containers to be labeled in accordance with Law.

3. It should be understood and agreed that quantities designated on the "Specification/Vendor Quotation Form (Proposal Form)" are estimated only and may be increased or decreased in accordance with actual requirements. Minimum quantity ordered for an item could be zero. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.** Purchase orders with actual quantities will be issued to the successful bidders throughout the year, as required. Orders must be shipped to the Schools within 20 days of the Signed Date on the Purchase Order **with no more than 2% back-ordered items**. Back-ordered items **must be shipped within 30 days of initial shipment. ORDERS NOT SHIPPED COMPLETE WITHIN 60 DAYS FROM THE DATE OF SIGNED PURCHASE ORDER WILL BE SUBJECT TO CANCELLATION BY THE SCHOOL DISTRICT.**

4. **Bid Prices are to include shipping.**

5. Orders **will be placed throughout** the school year by various locations.

6. **Orders are to be shipped to the various locations in the District throughout the school year. DELIVERIES MUST BE MADE BETWEEN the hours of 6:00 A.M. and 9:00 A.M. Monday through Friday, except holidays. No Delivery will be accepted after 9:00 A.M. or before 6:00 A.M.**

7. **If your company has a minimum quantity or price per purchase order, provide details for consideration; however, minimum orders over $500 will not be accepted _____. NO MINIMUM ORDER OR DELIVERY IS REQUESTED.**

8. To comply with bid laws, **Vendors must submit a Printed/Written "Specification/Vendor Quotation Form"**.

9. **The "Printed/Written" Specification (Proposal Form/Vendor Quotation Form) will be the Official Bid** and as such, these prices will constitute the Official Bid Price should a discrepancy arise.

10. The Board reserves the right to reject any and all proposals, to accept any proposal in whole, in part or parts, as well as the option to renew a bid for an additional 12 month period, subject to the provisions of the Public School Contracts Law N.J.S.A. 18A:18A-1 et seq., as well as the provisions of N.J.S.A. 10:5-31 et seq., P.L. 1975, C127 (N.J.A.C. 17:27), and with all other Federal Laws and New Jersey Statutes not specified herein.

11. Payments to contractors shall be made on or about the **30th** day of the month provided an appropriate invoice and the required internal paperwork are submitted by the District's **Cut-Off Date.** Payments are subject to approval by the Board of Education. Therefore, payments may be delayed depending on the Board's meeting schedule.

_____
Company Name (Printed)

_____
Authorized Signature

_____
Title of Signatory

WASHINGTON TOWNSHIP BOARD OF EDUCATION
EILEEN ABBOTT CENTRAL ADMINISTRATION BUILDING
206 EAST HOLLY AVENUE
SEWELL, NEW JERSEY 08080-9931
Telephone (856) 589-6644
Fax (856) 582-1918

ACKNOWLEDGEMENT OF ADDENDA

Proposal Number 27-003 Proposal Date: **Tuesday, March 24, 2026**

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

WASHINGTON TOWNSHIP BOARD OF EDUCATION
EILEEN ABBOTT CENTRAL ADMINISTRATION BUILDING
206 EAST HOLLY AVENUE
Sewell, New Jersey 08080
Telephone: (856) 589-6644
Fax: (856) 582-1918

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:
County Commissioners {County Executive} County Clerk Surrogate Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Clayton Borough	Logan Township	Swedesboro Borough
Deptford Township	Mantua Township	Washington Township
East Greenwich Township	Monroe Township	Wenonah Borough
Elk Township	National Park Borough	West Deptford Township
Franklin Township	Newfield Borough	Westville Borough
Glassboro Borough	Paulsboro Borough	Woodbury City
Greenwich Township	Pitman Borough	Woodbury Heights Borough
Harrison Township	South Harrison Township	Woolwich Township

Boards of Education (Members of the Board):

Clayton Borough	Greenwich Township	Pitman Borough
Clearview Regional	Harrison Township	South Harrison Township
Delsea Regional High	Kingsway Regional	Swedesboro-Woolwich
Deptford Township	Logan Township	***Washington Township**
East Greenwich Township	Mantua Township	Wenonah Borough
Elk Township	Monroe Township	West Deptford Township
Franklin Township	National Park Borough	Westville Borough
Gateway Regional	Newfield Borough	Woodbury City
Glassboro	Paulsboro Borough	Woodbury Heights Borough

Fire Districts (Board of Fire Commissioners):

Deptford Township Fire District No. 1
Franklin Township Fire District No. 1
Franklin Township Fire District No. 2
Franklin Township Fire District No. 3
Franklin Township Fire District No. 4
Franklin Township Fire District No. 5
Harrison Township Fire District No. 1
Washington Township Fire District No. 1
Westville Borough Fire District No. 1

***Washington Township Board of Education Members 2026-2027:**
Patricia Blome, Terri Schechter, Linda Hartong, Scott Laliberte, Connie Baker, Elayne Clancy, Ralph Ross Sr., Julie Kozempel, Steven Serrano.

To be completed, signed below & returned with proposal.

CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION

ICE CREAM PRODUCTS
27-003

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____)_____ Ext. _____

Emergency Phone Number (_____)_____

FAX No. (____)_____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

Name of District	Address	Contact Person/Title	Phone
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Washington Township Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Washington Township Board of Education.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

_____ _____

President or Authorized Agent ***SIGNATURE***

WASHINGTON TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 1)

BID SOLICITATION/PROPOSAL TITLE_____
VENDOR/BIDDER PROPOSER NAME_____

PART 1 COMPLETE BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c.25 any person or entity that is a successful bidder or proper, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury's website at

https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to Public Law 2012, c.25, that neither the person or entity above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012. c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below. information requested below.

PART 2 ADDITIONAL INFORMATION

Please Provide Further Information Related to Investment Activities in Iran.
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or a parent entity subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

WASHINGTON TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(Page 2)

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Washington Township Board of Education is relying on the information contained herein and thereby acknowledge that I am under continuing obligation from the date of this certification through the completion of any contracts with the Washington Township Board of Education to notify the Washington Township Board of Education in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Washington Township Board of Education and that the Washington Board of Education at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Vendor, or Proper _____
Print Full Name

Authorized Agent _____ Title _____

Signature _____ Date _____

Version REV. 2.22 2024

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

WASHINGTON TOWNSHIP BOARD OF EDUCATION
SEWELL, NEW JERSEY 08080
N.J.S.A. 18A:18A-49.5

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") 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/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

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

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

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

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

What's New

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

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

Purpose of Form

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SPECIFICATIONS/INSTRUCTIONS TO PROPOSERS/BIDDERS

1. **ADDENDUM/CHALLENGE**: In case of any ambiguity, inconsistency, error or omission in any of the proposal documents or a conflict between the provision in a proposal document and provisions of a federal, state, municipal law or governmental regulation, the proposer is required to draw such matters to the attention of the School Business Administrator. The School Business Administrator will in turn clarify the situation as to the true interpretation thereof and notify each and every person who has received the proposal documents through the issuance of an ***ADDENDUM***. The Board of Education will not be held responsible for any oral instructions. If the proposer fails to draw any such matters to the attention of the School Business Administrator as outlined herein, then his proposal will be conclusively presumed to have been based upon the interpretation which may subsequently be given by the School Business Administrator or if such conflict is with a law or regulation, the proposal/bid is conclusively presumed to be predicated upon full compliance therewith. For non-construction contracts, a notice of revision or addendum shall be published no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of proposals/bids, in an official newspaper and be provided to any person who has submitted a proposal/bid or who has received a proposal/bid package according to the provisions of N.J.S.A. 18A-18A-1 et seq. P.L. 2005 c 191. Any prospective proposer/bidder who wishes to challenge a proposal/bid specification shall file such challenges in writing with the purchasing agent no less than three business days prior to the opening of the proposals/bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of the contract.

2. **BID DOCUMENTS**: The bidder is to familiarize himself with all the documents, as it is conclusively understood that all Proposals are based upon full compliance with the various provisions contained in said documents.

3. **PROPOSAL FORM**: The price which is proposed must be written in ink or typewritten in the blank space provided for it on the **official *PROPOSAL FOR/SPECIFICATION***. In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals. ***Note:*** *Said proposal/bid prices shall encompass everything necessary for furnishing the service/item(s) specified in accordance with the specifications. Any explanation may be made in the form of a letter but must be included in the same envelope with the* ***PROPOSAL FORM***.

4. **BID LISTS**: Vendors who wish to remain on the active bid list must either submit a bid or a letter of explanation as to the reason for not submitting same no later than the official ***BID OPENING***.

5. **SUBMITTING BID**: The **Proposal Form/Specification** must be filled out on the form prescribed and enclosed in a sealed envelope which shall be endorsed on the outside, "**BID PROPOSAL**" and indicate the number and title of the bid proposal as well as the name and address of the bidder. All bids must be submitted on time and late bids will be rejected.

6. **RESPONSIBLE, RESPONSIVE BIDDER**: The contract will be awarded, if at all, to the lowest responsible responsive bidder meeting specifications. In determining same, the financial responsibility of the bidder will not be the sole criterion. The Board is equally concerned with the proven and probable ability of the bidder to satisfactorily perform his contract so that the items will be delivered on time and in accordance with the contract documents.

7. **FREIGHT**: All freight charges for goods will be prepaid by vendor.

8. **SAMPLES**: The School Business Administrator may require the submission of samples either before or after the award of a contract, at no charge to the district, in order to ascertain whether or not a product meets the specifications and will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents, that samples are required, full size samples must be submitted not later than the official ***BID OPENING***. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the School Business Administrator will dispose of them as he sees fit.

9. **TAXES**: No charge will be allowed for any sales or excise taxes from which the Board of Education is exempt (N.J.S.A 54:32.8-1). The price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be provided on forms supplied by the proposer.

10. **BID PROPOSAL:** Must be signed, executed and returned with bid.

11. **STATEMENT OF OWNERSHIP**: Must be completed and submitted with this Proposal in accordance with N.J.S.A. 52:25-24.2-as amended P.L. 2016 c.43.

12. **NON-COLLUSION AFFIDAVIT:** All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

13. **AFFIRMATIVE ACTION LANGUAGE:** Must be completed and submitted with this Proposal in accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (P.L. 1975, C.127).

14. **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS:** Pursuant to N.J.S.A. 52:32-44, a contractor that seeks to enter into a contract with a board of education in an amount that exceeds fifteen (15%) percent of the bid threshold, shall submit to the board a valid and current New Jersey Business Registration Certificate. A business organization does not include a government agency or a nonprofit entity.

    FOR GOODS OR SERVICES - N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

    1.) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2.) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3.) during the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

    A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling 609-292-9292.

15. **BID GUARANTEE AND BONDING REQUIREMENTS**: **(N.J.S.A. 18A:18A-24)**
    Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

    A. Bid Guarantee ☐ REQUIRED ☑ NOT REQUIRED

    When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten percent (10%) of the amount of the total contract, but not in excess of $20,000. This guarantee shall be made payable to the Washington Township Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education.

    The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

    Please note: Uncertified business checks, personal checks or money orders are not acceptable.
    All bid bonds submitted, must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board.

BID GUARANTEE AND BONDING REQUIREMENTS (CONTINUED):

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The board **will not** accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety ☐ REQUIRED ☑ NOT REQUIRED

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. **Failure to submit or sign the certificate (consent) of surety will be cause for disqualification and rejection of bid.**

C. Performance Bond ☐ REQUIRED ☑ NOT REQUIRED

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Washington Township Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor or notice accepting his/her bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

16. **AMERICANS WITH DISABILITIES ACT OF 1990 (Equal Opportunity for Individuals with Disability):** The contractor agrees to the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant there unto, are made a part of this

AMERICANS WITH DISABILITIES ACT OF 1990 (CONTINUED):

contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

17. **INDEMNIFICATION**: The successful Proposer **will** indemnify and hold harmless the Board of Education from all claims, suits or actions and damages or costs of every name and description to which the Board of Education may be subjected or put by reason of injury to the person or property of another, or the property of the Board of Education, resulting from negligent acts or omissions on the part of the Proposer, the Proposer's agents, servant or subcontractors in the delivery of materials and supplies, or in the performance of the work under this Proposal.

18. **PAYMENT**: A Board of Education voucher form with the claimant's certification and signature executed must be submitted and approved by the Board of Education. Unless otherwise stated in any SPECIAL CONDITIONS, payments of the contract price will be made ***upon satisfactory completion*** of the terms of the contract as determined by the School Business Administrator.

19. **CERTIFICATES OF INSURANCE:** ***may*** be required upon award of contract and based on the type service to be provided. Certificates of Professional Liability Insurance and/or Auto and General Liability in the single limit minimum amount of $2,000,000.00 each and Workers Compensation meeting statutory limits will be required with the signed contract prior to the issuance of a purchase order. The certificate of insurance must name the contracting board of education as an additional insured party of the policy. The successful proposer/bidder's insurance company shall forward notice, in the event of cancellation of the policy, ten (10) days prior to the date of termination of the coverage specified.

20. **REJECTION/AWARD/WAIVER**: The Owner reserves the right to reject any and all proposals/bids or to accept in whole or in part, if deemed in the interest of the School District to do so and to waive immaterial informalities in the determination process of equivalent products, subject to the provisions of the Public School Contracts Law N.J.S.A. 18A-18A-1 et seq.

21. **TERMS OF CONTRACT**: The Washington Township Board of Education will either award or reject the proposal within sixty (60) days from the date of the opening. The Board reserves the option to renew the proposal subject to Board approval, mutual agreement and the provisions of Statute.

22. **IRAN DISCLOSURE OF INVESTMENT ACTIVITIES FORM N.J.S.A. 18A:18A-49.4:** The Washington Township Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran-N.J.S.A. 52:32-55 et seq. Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

    The Chapter 25 list is found on the Divisions website:
    http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

    If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L. 2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59).

    In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

    The Board has provided within the specifications, a Disclosure of Investment Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

23. **CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE STATEMENT-PAY TO PLAY:** The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

    The Board has provided a Chapter 271 Political Contribution Disclosure Form within the Specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

24. **RUSSIA-BELARUS ACTIVITIES N.J.S.A. 18A:18A-49.5:** The Washington Township Board of Education, pursuant to N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, et seq. (L. 2022, c.3) any person or entity that seeks to enter into or renew a contract with a State agency for provision of goods or services, or the purchase of bonds or other obligations, must complete the certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the laws, it shall take any action as may be appropriate and provide by laws, 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.

25. The Washington Township Board of Education encourages all businesses including those owned by minority, women and labor surplus firms to respond to invitations to bid or propose.

26. **QUALIFICATION OF BIDDERS:** Contractor Questionnaire Certification Form
The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

27. **RIGHT TO KNOW:** In order to comply with the "New Jersey Worker and Community Right to Know Act" (P. L. 1983, Chapter 315, NJSA 34:5A-1) the Washington Township Board of Education must maintain records which indicate which hazardous substances are present in the items and materials that they procure and use.

    Further, every container at our facilities shall bear a label indicating the chemical name and chemical abstracts service number (CAS#) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or the trade secret registry number assigned to the substance.

    Therefore, all successful bidders upon receipt of the purchase order and before delivery of the items listed thereon must provide the Washington Township Board of Education's Purchasing Department with the following:

    1. A "Material Safety Data Sheet" (MSDS) listing all the hazardous substances in the product complete with the chemical abstracts service numbers (CAS#) and/or the trade secret registry numbers.

    2. Plus all other substances which are among the five most predominant substances in the product and/or the trade secret registry numbers.

    3. Every container must be labeled in accordance with the **"New Jersey Worker and Community Right to Know Act"** when they are delivered.

SPECIFICATIONS/GENERAL INFORMATION

1. **TERMS OF CONTRACT**: The Washington Township Board of Education will either award or reject the bid within sixty (60) days from the date of the bid opening. During the term of the contract, additional items and/or services can be procured at the unit prices indicated on the PROPOSAL FORM/SPECIFICATION. The Board reserves the option to renew the bid subject to mutual agreement, Board approval and the provisions of the Statute.

2. **CHANGE ORDERS**: When, and if, field conditions necessitate changes, additions or deletions be made to the contract, the School Business Administrator will issue the necessary change order in writing describing such changes and indicate the amount of any decrease or increase in the contract price, if any.

3. **DAMAGES**: The contractor will be held responsible for injury to any person and shall repair or replace to the satisfaction of the Board of Education any or all damage done to a building or its contents, as a result of negligence in the delivery of any supplies, materials or equipment, or resulting from defective equipment, material, supplies or workmanship provided by such contractor.

4. **FORCE MAJEURE**: Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

5. **DELIVERIES**: The contractor shall pay all the freight and delivery charges unless otherwise stated, items must be delivered within forty-five (45) days of the NOTICE OF AWARD, or as stipulated in the specifications. All deliveries must be made to the **inside** of the building and to the appropriate storeroom as designated by the custodian. Sidewalk deliveries will not be accepted. School district personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. **Deliveries are to be made between 6:00 A.M. and 9:00 A.M.,** Monday through Friday, except on holidays. Machinery is to be delivered assembled. Machinery deliveries knocked down must be assembled by bidder. All damaged items or items which do not comply with specifications, will not be accepted and title thereof will not vest to the Board of Education until such items are accepted by the School Business Administrator. The contractor must replace, without further cost to the Board of Education, such damaged or non-complying items before payment will be made. If the contractor fails to make delivery within the specified time or if the delivery is rejected, the School Business Administrator may obtain such items from other sources in the open market or on contract. Should the new price be greater than the bid price the difference plus liquidated damages (18A:18A-41), if any, will be charged against the contractor.

6. **DRAWINGS**: If the drawings are included with the specifications, dimensions are approximate and indicate relative locations of the items to be furnished or installed. The contractor shall verify all measurements on the premises. Work, materials and items to be furnished or installed, called for in either the drawings or specifications, shall be included as though called for in both. Shop drawings, when required, must be submitted within thirty (30) days after the award of contract. All submissions of shop drawings must consist of at least four sets and must be furnished at no cost to the Board of Education.

7. **EQUIVALENTS**: When and where in the specifications reference to one certain kind, type catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are assumed to be equal and the vendor may select one of the items. The catalog and/or samples of the specified items may be seen at the office of the Business Administrator. If the bidder proposed to offer substitute items as an equal to those named in the specifications he shall so indicate on the PROPOSAL FORM the kind, type, catalog number, brand or manufacturer of material that is offered as an equal and submit from an independent testing firm data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specification. ***Failure to provide this data for any substitute items on the PROPOSAL FORM may either require rejection of the substitute item or the complete bid package.***

8. **GUARANTEES**: Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the School Business Administrator. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the School Business Administrator.

9. **LABELING**: All packages, cartons or other containers must be clearly marked with (a) School building and room designation; (b) Description of containers or item number from specification; (c) Quantity; (d) Board of Education's Purchase Order number and (e) Vendor's name and order number.

10. **LAWS**: The contractor must comply with the Public School Contracts Law N.J.S.A. 18:18A-1 et seq. and with all applicable federal, state and local laws, ordinances, codes, rules and regulations, and orders. All sub-contractors shall likewise be required by the contractor to comply therewith. Attention is particularly, but not exclusively, directed to (1) The Prevailing Wage Act, (2) Pre-qualification of Bidders on jobs costing more than $20,000.00; (3) P.L. 1975 C.127.

11. **PAYMENTS**: A Board of Education voucher form with the claimant's certification and signature executed must be submitted and approved by the Board of Education. Unless otherwise stated in any SPECIAL CONDITIONS, payments of the Contract price will be made ***upon satisfactory completion*** of the terms of the contract as determined by the School Business Administrators.

12. **LIABILITY-COPYRIGHT**: The contractor shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

13. **LIQUIDATED DAMAGES**: Liquidated damages shall be assessed against the contractor in the amount as listed in the General Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

14. **TARIFF FEE DOCUMENTATION:** All applicable tariff fees must be clearly itemized on the Proposal Form and supported by official documentation from the relevant regulatory authority. The Board shall not pay any markup charges beyond the tariff fee as established by regulatory guidelines.