

EAST RAMAPO CENTRAL SCHOOL DISTRICT

105 SOUTH MADISON AVENUE

SPRING VALLEY, NY 10977

REQUEST FOR BID

**IN AND OUT OF DISTRICT STUDENT TRANSPORTATION FOR THE
NONPUBLIC AND NONPUBLIC SPECIAL EDUCATION SCHOOLS
FOR THE 2026-2027 SCHOOL YEAR**

BID NUMBER: RFB-ER- 36-26

BID DATE OPENING: May 19, 2026

TIME OF OPENING: 12:00 P.M.

SPECIFICATIONS

BID FORMS



MUST SUBMIT ORIGINAL BID RESPONSE WITH RAISED SEALS. MUST SUBMIT DOCUMENTS IN ITS ENTIRETY.

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1.0 Introduction and Background

The East Ramapo Central School District (the "district") is seeking to secure the services of a professional student transportation services contractor (the "Contractor") to provide cost effective, service efficient, and above all, safe transportation services for non-public school students as deemed eligible by the district.

The successful Contractor shall provide for adequate office and safety supervision of his/her contractual obligations with the district. There shall be no additional cost to the district for these services. The district must approve all staff, including office staff. The Contractor will be required to plan bus routes and runs and provide the resulting data and information in a format compatible with Transversa route planning software to the district as requested. Non-public transportation is provided in accordance with New York State Education Department Law. Transportation will be furnished for the school year for a maximum of the necessary number of days determined annually by East Ramapo Central School District for non-public school programs. Provided services will meet or exceed the requirements as described throughout this Request for Transportation Services Bid.

The official school district calendar will determine the exact number of days the buses will be in operation. The only exception from deviation to the district calendar will be for special education schools with prior approval from the District. Currently the school year shall be at least 180 days. Bus service is to begin the first day of school in September and end in June in each year as determined by the official District calendar.

2.0 Notice to Bidders

The Board of Education of EAST RAMAPO CENTRAL SCHOOL DISTRICT, County of Rockland (in accordance with Section 103 of Article 30A of the General Municipal Law) hereby invites the submission of sealed bids for the below contract of:

**TRANSPORTATION FOR THE NONPUBLIC AND NON-PUBLIC SPECIAL
EDUCATION SCHOOLS FOR THE 2026-2027 SCHOOL YEAR**

Bid Opening will be publicly opened and read VIA ZOOM MEETING on May 19, 2026 at 12:00 P.M. Zoom Instructions are provided in the following Section 3.0.

Specifications and Bid Forms may be downloaded through the Empire State Purchasing Group: <http://www.bidnetdirect.com/new-york> and the District Website <http://www.ercsd.org> under the Purchasing Department "Current Bids and Quotes".

The Board of Education reserves the right to waive any informality in or to reject in whole or in part all bids or to accept any bid, which in its judgment is in the best interest of the school district.

Issue Date: April 24, 2026

**By order: Board of Education
East Ramapo Central School District
105 South Madison Ave. Spring Valley NY, 10977**

Bidder's Initials _____ 1

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3.0 Zoom Instructions for Bid Opening

All interested Bidders

Michelle Rivera is inviting you to a scheduled Zoom meeting.

Topic: RFB-ER-36-26 In and out of District Student Transportation for the Nonpublic and the Nonpublic Special Education Schools

Time: May 19, 2026 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

[https://ercsd-org.zoom.us/j/94831528578?
pwd=SkaKaYctMmXGpcUzqP1bsi5puSn7eN.1](https://ercsd-org.zoom.us/j/94831528578?pwd=SkaKaYctMmXGpcUzqP1bsi5puSn7eN.1)

Meeting ID: 948 3152 8578

Passcode: 871914

One tap mobile

[+15074734847,,94831528578#,,, *871914# US](tel:+15074734847,,94831528578#,,, *871914# US)

[+15642172000,,94831528578#,,, *871914# US](tel:+15642172000,,94831528578#,,, *871914# US)

Join by SIP • [\[email protected\]](#)

Join instructions

[https://ercsd-org.zoom.us/meetings/94831528578/invitations?
signature=kxz5moYVa6SSkld3yC0pra46rz_QT3XIAPIMi6A3z_A](https://ercsd-org.zoom.us/meetings/94831528578/invitations?signature=kxz5moYVa6SSkld3yC0pra46rz_QT3XIAPIMi6A3z_A)

4.0 Request for Bid Requirements

4.1 Request for Bid – ER-36-26

It is the intent of this Request for Bid (RFB) that legally binding obligations to perform an agreement for the services referred to in the Project Scope will commence only upon full execution of an "Agreement" between the East Ramapo Central School District (ERCSD) and the Contractor(s) selected to enter into such Agreement with the Bidder. Until such Agreement is fully executed, the intent to award this RFB does not legally bind the ERCSD to any obligations. If a Bidder submits a response with terms that disclose, expressly or by implication, an intent to create a binding contractual relationship, such terms shall be deemed to be of no force and effect.

4.2 Specifications & Instructions

Specifications and Instructions to Bidders may be downloaded through the Empire State Purchasing Group: <http://www.bidnetdirect.com/new-york> and on the District Website <http://www.ercsd.org> under the Purchasing Department "Current Bids and Quotes".

4.3 Definitions

As used herein the term "Board" shall mean the Board of Education of the East Ramapo Central School District or the "District" and which shall also include the Superintendent of Schools, Assistant Superintendent of Business, and the Transportation Department. As used herein the words contractor, successful Bidder, operator, company shall be interchangeable and shall be intended to mean the successful Bidder to whom a contract is to be awarded.

4.4 Timeline and Activities

Activity and due dates are summarized in the following table:

Date:	Activity:
April 24, 2026	Issuance of RFB to perspective Bidders
May 14, 2026	Deadline for the submittal of questions
May 16, 2026	Distribution of answers to questions submitted or the issuance of addendums
May 19, 2026	Response due from Bidders
May 20 – 26, 2026	Bid evaluation
June 2, 2026	Contract award date (Actual date to be determined pending final negotiations)
July 1, 2026	Contract start date

4.5 Restrictions on Communication

From the issue date of the RFB until a Bidder is selected and selection announced, a prospective Bidder shall not communicate about the subject of the RFB with the District, school, or any individual member, administrator, faculty, staff, student, or employee.

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4.6 Information Controlling

The District intends that all Bidders shall have equal access to information relative to the RFB, and that the RFB contains adequate information. Additional considerations include:

1. Each Bidder shall prepare its response based only on the information contained in this RFB, notwithstanding any information that may have been previously provided to a prospective Bidder.
2. A prospective Bidder noting any inconsistency between the information contained in the RFB and any information previously provided to it should submit a request for clarification.
3. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in this RFB, an addendum to this RFB, a request for clarification or other written response thereto, or in the RFB.
4. Questions shall be in written form to the attention of the Purchasing Agent: mrivera@ercsd.org. All answers will be sent in the form of an addendum through Bidnet and the District Website under the Purchasing Department. Questions Deadline: May 14, 2026 by 2:00pm
5. All documents will be available on Bidnet or as posted on the District's bid website under the Purchasing Department "Current Bids and Quotes"
6. Approximate student location/ count maps are included as **Appendix F**.
7. The bid must be submitted without a change in phraseology, erasure, omission, addition, or substitution of a qualifying condition. The Bidder certifies that he will furnish for the prices hereby quoted, the materials, equipment and/or services as proposed in this bid.
8. All bid prices shall be filled in ink or typed. Signatures and initials shall be in ink and longhand. **Appendix B** is a per pupil price per day for all services rate sheet to be completed for all routes being bid. Special Education Monitors shall be input at a per diem price per day for all services. Monitor per pupil price per day must be submitted in case of any future student special accommodation requested by the district.
9. No oral or telephone bid or modifications of bid responses will be considered.
10. All bid pages must be initialed and returned to validate the Bidder's understanding of the conditions of the bid. Failure to do so will be cause for the bid to be deemed unacceptable and subsequently rejected.
11. Student counts represent the 2025-2026 school year and are being used for computation purposes only. In no way do the student counts provide or establish the number of students that will require transportation for in the 2026-2027 school year. Nor does it guarantee a school contract will be used.

4.7 Addenda to the RFB

If it becomes necessary to revise any part of the RFB, addenda or clarifications will be posted on the Empire State Purchasing Group: <http://www.bidnetdirect.com/new-york> website and on the district Website <http://www.ercsd.org> under the Purchasing Department "Current Bids and Quotes"

1. All addenda shall become a part of the RFB.
2. To avoid any miscommunication, each Bidder must acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.

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3. Addenda must be signed by the Bidder and included in the RFB submission.

4.8 Late Bids

Each Bidder is responsible for submission of its Bid. Bids or bid revisions received after the date and time specified above will not be accepted or considered. The district is not liable for any delivery or postal delays.

4.9 Returned Bids

All Bids received after the date and time specified above will be returned to the Bidder unopened.

4.10 Signed Original Bid

Each bid must be submitted as an original and in hard copy. Each bid must be signed by an authorized member of the Bidder's firm. NO FAX or E-MAILED bids will be accepted. Each bid must include all of the required Bid Forms attached to this RFB.

4.11 Withdrawal of Bid

No bid will be withdrawn pending award which, if made, will be within ninety (90) days after the last day for receipt of bids. Before the contract is awarded the Board of Education reserves the right, and at its discretion, to require the successful Bidder to submit evidence in writing and satisfactory to the Board, of the Contractor's ability to supply the prescribed transportation.

4.12 Reservation of Rights

The district reserves the right, in their sole discretion (for this provision and all other provisions contained in this RFB), to cancel the Request for Bid, to select or reject, in whole or in part, any or all bids with or without cause. The district further reserves the right to waive any irregularity or informality in the RFB process or any bid response, and the right to award the Contract to a Bidder(s) other than the Bidder(s) submitting the best financial bid (low Bidder). The district reserves the right to request additional information from any or all Bidders. The district reserves the right to negotiate with the Bidders concerning their bid response.

4.13 Release of Claims

Each Bidder, by submitting its bid, releases the district from any and all claims arising out of, and related to, the RFB process and selection of a Contractor.

4.14 Cost of Bid Development

A recipient of this RFB is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to this RFB, or any negotiations incidental to its bid or this RFB.

4.15 Right to Waive any Informality

The Board of Education reserves the right to waive any informality or to reject any or all bids and re-advertise or to accept that bid or combination of bids which, in its judgment, is in the best interests of the ERCSD. The Board of Education also reserves the right to reject all bids and take any other lawful measures necessary to secure the transportation services that are the subject of these specifications. The Board reserves the right to award route by route, item by item, and destination by destination or in aggregation. In such a case, the district

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reserves the right to contract per pupil, per package or per vehicle whichever is in the best interest of the district. The award of the contract will be made effective after the date of the Board Approval.

Conversely, bids that are incomplete, conditional, or obscure may be rejected as not complying with the Bid Specifications.

5.0 Bid Response Format

Each Bidder is expected to comply with the required format as specified throughout this RFB. Any bid response not providing the required information, or not conforming to the format specified, will be considered non-responsive and may, at the sole discretion of the district, be eliminated from any further review. Bidders must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the district to determine the Bidder's overall qualifications. Each bid response shall also include any other information that the Bidder feels is significant with respect to making an informed decision relative to the RFB.

5.1 Cover Letter

Each Bidder must include a cover letter which will serve as an introduction of the company, on business letterhead. Any exceptions to the terms and conditions contained in this RFB, Contract, or any other special considerations or conditions requested or required by the Bidder **MUST** be specifically enumerated by the Bidder and be submitted as part of the Cover Letter, together with an explanation as to the reason for such exceptions to the terms and conditions. Each Bidder shall be required and expected to meet the RFB requirements in their entirety, except to the extent exceptions are expressly noted in its Cover Letter.

5.2 Minimum Qualifications & Experience

Qualified Bidders shall have at least five years of contracted student transportation experience, and at least two years of contracted experience with a public school or school collaborative similar in scope and size to the district.

Bidders must provide background and qualifications of the key personnel who will be involved with the Contract. Bidders must describe the organizational structure and key contact points for the District. Bidders must provide detailed evidence that they are currently providing pupil transportation services for other public, private, parochial K-12 school programs. The description of services provided should detail all aspects of their transportation management capabilities. These should include human resources services, computer systems and capabilities, and training programs for management and non-management personnel. The Bidder must fully describe the Contractor's diversity awareness and student behavioral management training programs, and general safety protocols and practices.

5.3 Financial Resources

Bidders shall provide documentation of sufficient financial resources to provide transportation services for a pupil transportation operation of this size and complexity. Bidders must be financially stable and not currently engaged in bankruptcy proceedings. Bidders must confirm in writing within their cover letter compliance with this requirement.

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5.4 Insurance Coverage

The Bidder acknowledges that the failure to obtain insurance on behalf of the district constitutes a material breach of the contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the district. The Bidder shall provide the District with a Certificate of insurance evidencing the requirements as described below that have been met before the commencement of service.

Additionally, the Bidder will be required to submit claim loss runs for the three (3) most recent preceding years as well as the number of vehicles insured for each period for all locations serving the district. The level of losses and other statistics such as incidents per vehicle per year will be considered in this evaluation. Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, the Bidder hereby agrees to effectuate the naming of the district as unrestricted additional insured on the Bidder's insurance policies, except for Workers' Compensation.

Insurance Requirements:

1. Notwithstanding any terms, conditions, or provisions, in any writing between the parties, the contractor hereby agrees to effectuate naming of the district as an unrestricted additional insured on the contractor's insurance policies, except for workers' compensation and NY State disability.
 - a. The policy naming the district as an additionally insured shall:
 - i. Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - ii. Provide for 30 days' notice of cancellation.
 - iii. State that the organization's coverage shall be primary coverage for the district, its Board of Education, employees, and volunteers.
 - iv. State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training, and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.
 - v. The district shall be listed as an additional insured by using endorsement CG 2010 1 1 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using CG 20 33 10 01 or CG 20 26. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the Certificate of Insurance.
 - vi. The Contractor agrees to indemnify the district for any applicable deductibles and self-insured retention.
 - vii. The Insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
2. Required Insurance: The contractor or successful Bidder, at their own expense, shall carry insurance in the following amounts and types:
 - a. Commercial General Liability Insurance, with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Automobile Liability Insurance - \$5,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.

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- c. Workers Compensation Statutory Workers' Compensation, Employers' Liability Insurance, and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are NOT acceptable.
 - d. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the district. The contractor is to provide the district with a Certificate of Insurance, evidencing the above requirements have been met, before the commencement of work or use of facilities.
3. The transportation company's insurance shall be the primary insurance with respect to the school district, its Board, officers, employees, and volunteers.
 4. The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also district's insurer.

5.5 Additional Information

Bidder must describe any other resources to be provided by the company, not listed above, which would result in the safe and efficient delivery of transportation services.

5.6 References

Bidders must provide a minimum of three (3) references. The references cannot include any staff member of the ERCSD. Each reference should include the contact name, address, phone number, fleet size, and scope of services. The district will check the references provided, including on-site observation of operations if, at the sole discretion of the district, it is deemed necessary.

5.7 Litigation

Bidders must list all litigation or regulatory proceedings, for the past five (5) years, within the State of New York, or if more than eighty-five percent (85%) of the Bidder's pupil transportation contracts are performed outside the State of New York, the state(s) where eighty-five percent (85%) or more of the Bidder's pupil transportation contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for:

- a) Districts in which the Bidder has been a party providing any type of pupil transportation services;
- b) supplies, equipment or services of the type which are the subject of the proposed Contract;
- c) Non-compliance of the Bidder's supplies, equipment and services or the Bidder's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or
- d) Any suits whereby an employee of the Bidder was found to have mistreated pupils in any manner. Provided, however, that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.

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5.8 Price

Bidders are to submit a daily per pupil rate for the 2026-2027 school year. The Rate Form included as **Appendix B** must be filled in completely for each school the contractor is bidding on to provide service.

The cost of fuel shall be considered by the Contractor as part of the base per pupil rate. School name, location, bell schedule, and number of students currently being transported is presented as **Appendix A** and approximate student locations are provided in **Appendix F**. This information is provided as a reference point for Bidders in preparing their proposed bids and shall not be considered a guarantee or an agreement for services at this or a similar level.

5.9 Required Form

Bidders must complete the required forms attached hereto and submit the same along with its Bid. Any modification of the pricing form will be considered grounds for disqualifying the Bidder.

6.0 Submission Deadline & Requirements

No bid will be considered unless submitted in accordance with Sections 4.0 and 5.0 above and withing the standard form hereinafter prescribed for that purpose and enclosed in sealed envelopes marked "Transportation Bid" (**one original and two copies will be required plus one complete electronic copy on a USB drive**) and bearing on the outside the name and address of the Bidder, the phrase "BID OPENING", properly marked with the bid number, date, time and place of the current bid opening.

Sealed Bids – Due Date and Time:

Sealed bids will be received at the Purchasing Office of the

East Ramapo Central School District at

105 South Madison Avenue, Spring Valley NY 10977.

Bid responses are due by 12:00 pm on May 19, 2026.

Bids will be opened and read aloud via Zoom.

7.0 Opening of Bids

At the specified location, date and time stated in Section 6 above, all submitted bids shall be publicly opened and dated. No immediate decision will be rendered. After the responses are opened, a Bidder will not be allowed to alter his/her response. A Bidder claiming an error or omission after the opening shall immediately give written notice to the district and present clear, satisfactory evidence that it was not by carelessness in preparation.

8.0 Scope of Services to be Provided

The Contractor shall provide full-service student transportation services for the non-public schools served by the district. The Contractor shall provide safe, efficient, reliable, and prompt transportation services for eligible students as requested by the district. These services shall be provided in accordance with the policies, procedures, and parameters

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ascribed by the district, which may be modified at the sole discretion of the Board consistent with the terms and conditions of the Contract.

8.1 Contractor Responsibilities

The Contractor will furnish all facilities, equipment, buses, fuel, and personnel required for the safe and efficient provision of services. Requirements for service delivery include, but are not limited to:

1. Operations management including the development and ongoing change management of routes and runs based on district provided data. This includes the reporting responsibilities as more fully described in Sections 1. and 10.
2. Dispatch and communications personnel to support prompt and professional school staff and parent contact.
3. Driver management processes, recruitment, and retention strategies.
4. All reports or documents as required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the school district and within a reasonable timeline but no longer than 7 business days. These include but are not limited to the following:
 - a. Article 19-A of the New York State Vehicle and Traffic Law.
 - b. Compliance to CDL Licensing rules and regulations.
 - c. Compliance to Section 156.3 of the Regulations of the Commissioner of Education U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident
 - d. DOT Bus Inspection System Profile.
 - e. Driver and bus aide training consistent with all Federal, State and local requirements.
5. The provision of student and behavioral management training.
6. Maintaining regular communication with the designated contact for each school served and the Department of Transportation.
7. Effective, efficient, and creative route planning services and suggestions.
8. The installation, maintenance, and use of Global Positioning /Automatic Vehicle Locating (GPS/AVL) technology on all buses, school purpose vehicles including all spare vehicles. Any such system must be fully compliant with the requirements described in 8.9 below.
9. Access to GPS/AVL data via secure login or compatibility with Transversa route planning software is required to support real time vehicle location and safety and performance reporting.
10. Providing detailed reports of route characteristics and ridership data to support the analysis of key performance indicators on a regular basis and as requested by the district and for reports or data as required by the State of New York.
11. Fleet procurement, maintenance, and repair; and

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12. Student bus safety, evacuation training, conflict resolution and other safety related training for students, staff, or parents as deemed necessary and as requested by the district.

8.2 Route Planning and Scheduling

The Contractor will be expected to develop bus routes that maximize the efficiency and effectiveness of service provisions. The Contractor will submit the initial array of proposed bus routes to the Department of Transportation for approval within 14 days of the start of school for each school year that the contract is in place. Additional requirements include:

1. The Contractor will be expected to provide the district with route changes required as a result of new students or changed student placements within three business days of notification of the change. All route changes are subject to review by the district designee upon request.
2. Bus routes should be designed to arrive no earlier than 15 minutes before but no later than five minutes before the scheduled starting times of each school. All buses will be scheduled to be at their designated pick-up location at least ten minutes before the end of the school day.
3. The district will coordinate with the Contractor to review the bus routes and stop locations for consistency with State law, and the best interests of the school served prior to the Contractor operating any routes. The district reserves final approval authority over routes.

8.3 Route Planning Standards Include:

1. **Walk Distances:** The parameters that determine how far a student will be expected to walk between his/her residence and the bus stop will be determined by district rules and regulations.
2. **Student Lists:** To support the annual and daily planning processes, the district shall provide the Contractor with student lists prior to the start of the new school year and then as new students register or changes in addresses occurs.
3. **Annual Planning:** For the annual planning process, by early to mid-June, the first of two lists will be provided to ensure that the planning process can be completed well in time for parent notification of bus run and stop assignments. A second updated list will be provided before the early July to ensure the greatest level of accuracy possible.
4. **Bus Stops:** Bus stops should be located where motorists approaching from either direction will have a clear view of the operation. Loading and unloading spots shall be located to provide for maximum achievable safety for everyone. The district reserves the right to request alternative stop locations (within the confines of State safety regulations) as deemed necessary.
5. **Ride Times:** When geographically possible, student ride times will be limited to 50 minutes or less. Prior to the implementation of ride times that exceed this expectation, the Contractor is required to contract the district impacted to discuss potential alternatives and for approval.
6. **Daily adds, changes, and deletes:** The Contractor will be responsible for the management of route and run paths based on the potential daily occurrence of changes in a student's address, the enrollment of new students, or for students that no longer require service. The desired timeframe is within 24 hours of notice with a maximum of three business days. Special circumstances that require longer than three days must be explained to and approved by a representative of the district.
7. **Parent notification:** The Contractor will be responsible for notifying parents of their student's initial stop and run assignment and as changes in stops or runs occurs.

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8. **GPS/AVL:** The contractor shall be responsible for ensuring that GPS/AVL systems are fully functional for all daily and spare route buses. At all times, accurate and real-time vehicle location data must be available to the District via a secure login or upon request. **Failure to provide vehicle location data will be considered cause for the imposing of penalties as described in Section 11.**

8.4 Vehicles

The Contractor shall operate and maintain all vehicles serving the district in a safe mechanical and operating condition. The district shall have first priority for use of the fleet of buses or school purpose vehicles associated with this Contract, including use for charters and other extra trips. Specific terms and conditions include:

1. **Compliance-** The Contractor will comply with all applicable federal laws, laws of the State of New York and the requirements of 8 NYCRR Part 156.12 of the Regulations of the Commissioner of Education, as well as all applicable laws and regulations of the NY DMV and NY DOT that all vehicles (including small buses and vans) must be school bus chrome yellow as required by law unless the district requests one otherwise.
2. **Identification** - All exterior labeling must be in English or have an equivalent English translation.
3. **Fleet Age** – Large buses seating more than forty (40) students used in the performance of this contract can be no older than ten (10) years of age. Van type buses and wheelchair buses seating less than 40 students used in the performance of this contract can be no older than seven (7) years of age.
4. **Spare Bus Ratio** - To help ensure that performance standards are met, the Contractor will be expected to maintain a minimum spare bus ratio of ten (10) percent. In the event of a breakdown, all standby buses used for transporting children must meet all vehicle requirements including the inputting of accurate GPS identification numbers to support real time vehicle locating.
5. **Spare Bus Availability** - All spare vehicles must be readily available to avoid the possibility of an interruption in schedules due to a breakdown or any other unforeseen emergency and be able to replace disabled buses within twenty (20) minutes and another bus dispatched to cover any subsequent route pieces to not run late.

8.5 Equipment

All full-size buses and school purpose vehicles shall be equipped in the following manner:

1. **Functionality and Maintenance** - At all times, required equipment must be installed and fully functional.
2. **GPS** - GPS system must have the capability to provide real-time vehicle location with data and information available to the district as discussed in Section 8.2.8.
3. **Safety Equipment** – All buses must meet State of New York and Federal regulations including being equipped with an ignition integrated child check system, front crossing arm, integrated left side stop signs, and internal and external cameras. Any bus or van not equipped as per specifications of this paragraph may not be used in service of this contract.
4. **Availability of Video Data** -The contractor must cooperate and provide the district requested footage within no later than twelve hours of the time of an incident or submitted request.

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5. **Stop Arm Enforcement** - Contractors further agree to all terms and conditions entailed with the district's decision to participate in the School Bus Stop Arm Enforcement Program as authorized under New York State Vehicle and Traffic Law Section 1174-a.
6. **Air Conditioning** - Van type buses and wheelchair buses seating less than 40 students used in the performance of this contract must also be equipped with seat belts and air conditioning.
7. **Radios** – All buses, including spares, are required to be equipped with two-way radios which shall operate on FCC assigned frequency. The two-way radio must be capable of direct transmission to the base dispatcher from any point to and from the destination facility while operating under this contract and shall always remain in contact with the dispatcher's office when buses are in service.
8. **Cell Phones** - In the event, the bus travels out of the range of radio equipment and an alternative device must be used such as a cell phone. All buses, as required by Education Law subdivision (h) of section 156.3, shall turn off the engine of such a school bus or vehicle while waiting for passengers to load or unload on school grounds, or while such vehicle is parked or standing on school grounds or in front of or adjacent to any school.

At no time can a vehicle be considered "out of range" and unreachable.

8.6 Vehicle Maintenance & Reporting

All vehicles shall be maintained in a clean and sanitary condition and shall have good interior and exterior appearance during the entire term of the Contract. The Contractor shall be responsible for all costs and expenses associated with the maintenance of vehicles serving the district.

1. **Pre and Post Trip Inspections** - Each school transportation vehicle shall have a daily pre-trip and post-trip inspection performed and documented by the school transportation vehicle operator or other transportation employee authorized by the contractor or service provider. A daily pre-trip inspection shall be completed prior to a vehicle being placed in service. A daily post-trip inspection shall be completed at the end of daily operation of each vehicle. Bus inspections shall be performed at the end of each run and after the driver has completed a post trip at the end of each shift
2. **Reporting** - The district has the right to request Maintenance and Inspection Reports on any fleet. Please refer to <https://www.dot.ny.gov/divisions/operating/osss/bus/busnet> for information. NYSDOT BUSNET (NYS Bus Safety Information Network) report of inspection scores must be included in bid submission.
3. **Cleaning** - Buses shall be cleaned on the interior at least daily and have the exterior washed at least once per month. Buses shall be maintained in a clean condition at all times. During the winter months, when snow/salt/sand builds up on the bus exterior; bus operators must make sure that the rear window, side window, mirrors, lights, reflectors and bus route numbers are clean. Dashboards, rearview mirrors, and driver seat areas are to be kept free of any objects.

8.7 Driver and Aide Qualifications

Driving personnel and attendants must meet and maintain all employment standards as established by the Rules and Regulations of the State of New York, Title 8. Education Department Chapter 11. Regulations of the Commissioner. Subchapter J. Buildings and Transportation Part 156, the ERCSB Board of Education, and the Department of Transportation inclusive of any subsequent amendments or additions thereto shall be part of each bid and any contract to be signed. Additional requirements specific to providing service to the district includes:

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1. Each driver must be able to communicate both verbally and in writing, as necessary, in English to execute his/her responsibilities in this regard.
2. The district reserves the right to have the most experienced drivers and/or bus attendants assigned to the most sensitive routes.
3. The Superintendent of Schools or his/her designee reserves the right to reject or replace drivers and bus attendants for any reason without being limited to considerations of driving records
4. It will be the duty of the driver, through the Contractor's dispatch management staff and written incident reporting procedures, to notify the district of all accidents and all other unusual situations that should be brought to the district's attention immediately.
5. The Board of Education or its representative reserves the right to have the Contractor remove any driver or driver assistant (matron or attendants) who, in his or her representative's opinion, is unsatisfactory for this job.
6. Drivers will be issued identification cards by the contractor which must be in their possession when driving.

8.8 Reporting and Communications

Throughout the term of the Contract and for any renewal terms which may be exercised, the Contractor shall effectively manage all reporting and communications requirements and provide all personnel necessary to effectively and efficiently provide transportation services including but not limited to:

1. The Contractor shall provide contact telephone numbers and email addresses to ensure timely access for District representatives and parents from 30 minutes prior to the first scheduled student pickup in the morning, until 30 minutes following the final scheduled student drop-off in the afternoon of each day that services are provided.
2. A Complete list of all regular, substitute drivers and bus attendants are to be submitted to the district no later than four weeks before the actual start of transportation of pupils along with an affidavit of compliance.
3. For each regular or substitute school bus driver, the contractor must submit an annual abstract of the bus driver's driving records for review and approval by the district on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, Section 156 of the Regulations of the Commissioner of Education no later than two weeks before the actual start of transportation of pupils along with an affidavit of compliance. The successful contractor must agree that no later than four weeks before the actual start of transportation of pupils along with an affidavit of compliance, the Bidder shall submit to the district a list of the bus drivers to be assigned for that current year with driver abstracts.
4. For drivers hired during the school year, their abstract of driving record will be delivered to the district prior to them performing any part of this contract.
5. Each Bidder must submit a complete list of all school bus drivers who are assigned to this contract who have been involved in accidents during the past three years as well as the corresponding accident records.
6. It shall be the duty of the driver to notify the company dispatcher and the district immediately of all accidents with students on board and all other unusual situations. Written reports will be delivered to the district within twenty-four hours of the occurrence.

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8.9 Additional Requirements & ERCSD Rights

To ensure the safety of the transported students, the ERCSD maintains the following rights regarding the assignment of drivers:

1. **Criminal Record Verification:** Contractor will be required to complete Criminal record check on any person providing services under the contract, employees, subcontractors or other agents of Contractor who work on district property for this contract. **Employees, subcontractors or other agents of Contractor who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on district property for this contract.** The Contractor must adhere to the district's Criminal Records Background Check policy. Each individual Contractor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.
2. Contractor employees will not smoke on the bus or school property, this includes vaping, and shall not eat or drink on the bus. No alcoholic substances, drugs or weaponry is permitted on the bus or on district property.
3. Since the action and conduct of the bus drivers reflect upon the district, the district reserves the right to request and require the bus Contractor to replace drivers the district determines unsatisfactory.
4. It is understood that the contractor will maintain reasonable precautions to ensure the contractor is informed as to the on or off-the-job involvement of employees. Should it come to the attention of the contractor that any employee has been or is reputed to have been involved in any crimes or act which might raise any doubts as to the employee's fitness for work with children, it shall be the duty of the contractor to immediately investigate such acts or allegations. Of particular importance would be moral crimes or automobile accidents. Any investigations of this type shall require the driver to be suspended from driving for the district until a determination has been made. Of particular importance would be moral crimes or automobile accidents. The matter shall be brought to the attention of the district with all promptness and in writing.

8.10 Safety

The paramount goal of any student transportation organization is the safety of the students being transported. This includes all facets of the service from the time a student arrives at their pick-up location until they have been released at either their school or home stop at the end of the school day. The following describes the variety of expectations of the Contractor, drivers, and contractor support staff must be aware of and abide by.

1. All traffic regulations must be observed at all times.
2. Each driver is expected to remain on their bus at all times when children are on the bus. Each driver will be on their bus supervising the loading and unloading of pupils at all times.
3. All children riding on buses are to be carried to their designated stops only. All students and passengers must be seated at all times until the bus has come to a complete stop. No child shall be denied transportation by the driver without approval of the Board or their
4. All vehicles must be maintained in good working order and must be kept clean and safe.

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5. All Bidders acknowledge that three annual emergency bus safety drills are required by New York State law. These drills will occur at the times and places as designated by the school district and or the school served.
6. The emergency drills on buses required by Section 3623 of the Education Law shall include practice and instruction in the location, use, and operation of emergency exits, fire extinguishers, first aid equipment, seat belts, and windows as means of escape in case of fire or accident.
7. Such instructions and the conduct of the drills shall be supervised by a member of the school district staff. To facilitate various bus emergency drills, the contractor shall supply at NO additional cost, vehicles, and drivers to be available at various school building locations
8. In the event of a vehicle accident with students on board, regardless of damage or injury, the contractor shall immediately notify the Police Department of the accident location. Secondly, the contractor shall notify the Transportation Department or District Administrator and the School(s) being served of the nature of the emergency within thirty (30) minutes, the bus number and location of the bus, and the status of all students.
9. Under no circumstances shall the school bus driver leave the scene of a school bus accident unless police on the scene have cleared the bus driver for leaving.
10. Accident reports will be hand delivered to the School District within twenty-four hours of the occurrence.

9.0 Bid Bond and Performance Surety

1. A bid deposit of ten (10) percent of the total bid, based on the number of students multiplied by unit cost, will be included with the bid. This deposit will be in the form of a certified check of an authorized Bank of the State of New York, or a bid bond issued by a legitimate surety company licensed to do business in the State of New York.
2. Each bid must be accompanied by a written statement from a surety company that will issue a performance bond in the amount of 100% to the successful Bidder before execution of the contract if requested by the district. Performance bonds shall be executed by a responsible surety, licensed in New York and listed in the latest issue of U.S. Treasury circular S70, with a Best's rating no less than A/XII.
3. Simultaneously with their delivery of the executed Contract, each successful Bidder shall be required to deliver to the district if requested a Performance Bond in the amount of one hundred percent (100%) of the accepted bid for the faithful performance of the terms, covenants, and conditions of the contract
4. The premium on all bonds shall be paid by the Contractor.
5. Each successful Bidder, will be required to submit a performance bond and upon failure or refusal to execute and deliver the Contract and bond required within eight (8) days after they have received a letter of award of their bid, or a letter of intent to award their bid, the requirement for the performance bond shall suffer to the Owner as liquidated damages for such failure or refusal, their bid security. The time to execute the contracts may, however, be extended by the Board of Education.
6. Bidders understand that submission of a bid for a particular private school route does not guarantee assignment to that specific route if awarded the contract.
7. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney indicating the monetary limit of such power;

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8. Every Bond under this paragraph must display the Surety's Bond Number. A rider, including the following provisions, shall be attached to each bond;
9. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or forbearance on the part of either the Owner or the contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matter is hereby waived.
10. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default or such additional reasonable period as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified mail or registered U.S. Mail, return receipt requested, first-class postage prepaid to Lender and the Owner.
11. Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.
12. Surety shall be liable for the costs of litigation expenses, including but not limited to reasonable attorney fees, as well as reasonable litigation expenses incurred by the Owner in prosecuting a claim against, or defending a claim by, either the Contractor or the Surety.
13. The checks or bid bonds of all except the successful Bidders will be returned after the signing of the contracts and the remaining check or bid bonds will be returned when the contracts are executed.

10.0 Contract Term

The term of the Contract shall be for three (3) years with the district having the option to renew the Contract, in its sole and absolute discretion, on a yearly basis. The term of the Contract may be terminated upon the breach of the Contract or other non-performance of a term or condition of the Contract by the Bidder.

1. The contract (s) shall be awarded to the lowest responsive and responsible Bidder from the Date of Award through June 30, 2029.
2. Extensions of contracts are offered to vendors with a successful previous contract with the school district. It is at the discretion of the district if a contract will be extended to the vendor. If any contract is to be extended, the contractor must submit a performance bond for each extension in the amount of said extension one (1) month before the opening day of school for each of the succeeding years.
3. If an offer of a contract extension is made by the district and accepted by the contractor, the maximum allowable increase shall be 3.5% OR the State-issued CPI. This shall be decided at the discretion of the district.

11.0 Liquidated Damages & Performance Management

Liquidated damages provide the district with financial remedies to correct a failure by the Contractor to comply with the service requirements of this RFB and to ensure high-quality service. While it is not the desire of a District to impose these damages it may be deemed to be necessary in response to Contractor performance issues.

The following describes Minimum Acceptable Performance Standards which are designed to encourage consistent, high quality, cost effective, and of paramount importance, safe transportation services. In the course of providing those

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services, the district reserves the right to inspect Contractor records and to audit Contractor operations at any time to ascertain Contractor compliance with all legal requirements and with the following standards of service:

Minimum Acceptable Performance Standards: The contractor will monitor, account for and report to the district its success with fulfilling these minimum service criteria:

Minimum Acceptable Performance Standards

1. On-time performance shall be defined as arrival within five (5) minutes of the scheduled time for each individual bus run. The minimum standard of performance shall be ninety-eight percent (98%) of all runs on the basis of a one (1) week moving average.
2. Timely notification of all bus runs operating outside the on-time performance standard shall be required. The minimum standard of performance shall be ninety-eight percent (98%) of all runs on the basis of a one (1) week moving average.
3. Daily operation of all scheduled bus runs and routes is required. This is a zero-defect standard of performance.
4. Per **Section 10.1 – 8**, The contractor shall be responsible for ensuring that GPS/AVL systems are at all times fully functional for all daily and spare route buses. At all times, accurate and real-time vehicle location data must be available to the district in a format compatible with the district's route planning software. Any vehicle with a non-working telematic system must be reported immediately to the district and removed from service until the system is fully operational.
5. No students shall be left on a bus unattended at any time. This is a zero-defect standard of performance.
6. No Kindergarten student or students with *door-to-door* special needs transportation shall be discharged from a bus without a custodial individual present. This is a zero-defect standard of performance.
7. The safe transportation of students is of utmost importance to the district. All on-road accidents (with or without students) must be reported immediately to the district. Failure to report or in the district's sole discretion a Contractor who experiences an unacceptably high accident or incident rate may be subject to route reassignment.
8. The Contractor will monitor, account for and report to the district its success with fulfilling these minimum service criteria in a manner, format, and on a timeframe deemed acceptable by the district. The intent of the performance monitoring is to leverage and expand upon specific contractual requirements to improve the overall effectiveness and efficiency of the system and support a cycle of continuous improvement.

Performance Withholding -

In the event that service levels are not maintained, the district may impose a **Performance Withholding Penalty** for non-compliance to the Minimum Service Levels and other Standards of Performance. The penalties and process for correction includes:

1. The district may defer payment of up to ten (10) percent of the monthly invoice submitted by the Contractor.
2. The number of monthly withholding instances shall be considered unlimited and may be repeated for each and every month that a non-compliance with the Minimum Service Levels and other Standards of Performance continues.
3. The district will pay the full amount withheld and due to the Contractor for each non-compliance area providing that the non-compliance is cured within one month of the deferral decision.

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4. If the non-compliance is not cured within one month, of the deferral decisions, the district may elect to retain the withholding with no obligation to pay the Contractor for the withheld amount.
5. The Contractor will receive formal notice via certified mail or other traceable method. The time to cure provision of this section will begin as of the date of this letter.
6. Prior to the implementation of any financial remedy, the district will attempt to confer with the Contractor to determine if there are any mitigating circumstances that have caused the service issue.

In the event of a strike by the Contractor's employees or other event causing an interruption of services for more than 24 hours, the district shall have the right to secure such other transportation as may be necessary and charge the cost of the same to the account of the Contractor. If no other service is available, the contract price will be adjusted pro-rata for each day after the first 24 hours for which service is not provided, and Contractor shall be subject to liquidated damages for failure to provide services.

12.0 Payment for Services:

To ensure the prompt payment for services, invoices must be submitted to include the following information:

1. Invoices for the services included in **Appendix B** shall be billed to the district at a per pupil price per day on a monthly basis. Bills must follow the per pupil price per day schematic (Monday - Friday) and follow the billable school calendar days. Invoices will be submitted to the district monthly for the number of students attending a nonpublic or a nonpublic special education school. non-public school, a per-pupil price per day basis and by school name as directed by the ERCSD. **Appendix E** is a sample billing. Please be advised that any extra charges must be submitted in writing to the transportation department for approval. Payment is due only for days when service is provided. If a school is closed there is no payment due from the district for that day as the service was not provided. Any incorrect invoices will be either adjusted accordingly or returned to the contractor with an explanation.
2. In the event of an emergency or other instance that necessitates the evacuation of a school, the contractor will be paid at an hourly or per diem rate as submitted as **Appendix C**.
3. For all Private Schools where transportation is less than 180 days bills are to be submitted for actual days transported for each month. A school calendar and a student roster must be submitted with their invoice for payment.
4. For all Private Schools contractors must clearly note changes with exact effective dates in the student roster for proper calculation of invoice. Adjustments to the invoice will be made by the district if sufficient information is not provided in a timely manner.
5. Each invoice must show the school's name for which transportation is being invoiced, contractors name and address, bid number and purchase order number.
6. All correct invoices will be paid within forty five days of receipt in the East Ramapo CSD Transportation Dept. 105 S. Madison Avenue, Spring Valley, NY 10977 or emailed to ertransportationbilling@ercsd.org.

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13.0 Required Forms

1. General

The foregoing items comprising "Instructions to Bidders" and all other specifications shall be deemed to be part of any contract which may be awarded by the Board of Education of the East Ramapo Central School District located at 105 South Madison avenue Spring Valley, New York 10977 and the submission of a bid for transportation services to be rendered shall constitute an acknowledgment of compliance with said instructions and Specifications.

Instances of failure to adhere to the bus schedule or any part of the contract shall constitute a breach of contract.

It shall be the responsibility of the successful contractor to notify the Transportation Office and the parents of children attending the schools listed in specifications whenever there is an equipment breakdown which will delay children in getting to or from school and of all permanent schedules.

SIGNATURE

TITLE

COMPANY

ADDRESS

TELEPHONE#

DATE

AFFIX CORPORATE SEAL HERE

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2. Bid Checklist – Attached to Part of the Bid

Please complete and submit the following acknowledgement of compliance to all submittal requirements of RFB-ER-36-26

1. ____ Certified check for a 10% or bid bond in the amount of 10%.
2. ____ Make of chassis and body, the year, and seating capacity of the buses.
3. ____ Proof of vehicles (copies of vehicle registration) must be submitted with a bid package.
4. ____ NYSDOT Bus net scores of any facility serving this contract must be included in bid submission.
5. ____ A detailed financial statement as of December 31, 2025, or the latest fiscal year end.
6. ____ A statement indicating transportation experience and districts served.
7. ____ Statement from bonding company of bus company's eligibility to obtain a performance bond.
8. ____ Certification Form.
9. ____ Corporate Resolution
10. ____ Non collusion Certificate
11. ____ Bid Proposal Certification
12. ____ Iranian disclosure
13. ____ Hold harmless
14. ____ Statement from an insurance company that the required insurance will be issued to the company.

Bidders Signature: _____

Title: _____

Name of Contractor: _____

Date: _____

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3. Certification Form

The Transportation Bid submitted herewith is submitted with the full understanding that all instructions to Bidders and all other Notices about required transportation services are understood and will be complied with and form a part of this bid.

Submitted by:

Name of Bus Contractor:
Address of Contractor:
Name of Individual Submitting Bid:
Title/Position:
Phone/Cell Phone Number:
Date Submitted:
Signature:

If Contractor is a Corporation or Company, list below names and addresses of all Officers or Owners:

Name:

Address:

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4. Corporate Resolution

CERTIFIED COPY OF RESOLUTION AUTHORIZING THE SUBMISSION OF BID OR PROPOSAL

Resolved that:

Name of Corporate Officer Title

Of _____ is hereby authorized to sign and submit the bid or proposal
on behalf of

Name of Corporation: _____

for the following project:

Project Description:

This authorization includes submitting the certificate of non-collusion required by Section 103-D of the General Municipal Law as the act and deed of said corporation. The corporation acknowledges that any inaccuracies or misstatements in such certificate may subject the corporate Bidder to penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Corporation: _____
at a meeting of its Board of Directors held on the ___ day of _____, 20
and remains in full force and effect as of the ___ day of _____, 20.

(Corporate Seal Must Be Affixed Here)

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5. Bid Response Certification

Enclosed please find:

- **Certified Check** in the amount of _____ dollars (\$_____)
- **Bid Bond** in the amount of _____ dollars (\$_____)

The undersigned agrees that the security accompanying this Bid shall be retained by the Board of Education. If the undersigned defaults (including withdrawal after award) in executing the contract within two (2) weeks after written notice of award and in furnishing all required documents, the security shall be forfeited as liquidated damages.

If this bid is not accepted within ninety (90) days, or if the undersigned executes and delivers the contract and bonds within the required time, the security will be returned.

Dated: _____

Signed: _____

Address:

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6. Iranian Energy Sector Divestment Statement

(General Municipal Law §103-g / State Finance Law §165-a)

The New York State Legislature has recently added Section 103-g to the General Municipal Law, entitled "**Iranian Energy Sector Divestment.**" According to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines to engage in investment activities in Iran, which is defined as the provision of goods, services, or credit of **\$20,000,000 or more** related to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the State, or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, regulation, or local law, for work service performed or to be performed, or goods sold or to be sold, shall contain the following statement, subscribed by the bidder and affirmed by such Bidder as true under penalties of perjury:

- a) "By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief, the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law."

This requirement became effective **April 12, 2012**. Please fill out the following form and return a notarized copy with your bid.

The below-signed Bidder affirms the following as true under penalties of perjury:

"By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief, the Bidder is not on the list created according to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law."

Corporate or Company Name: _____

Signature: _____

Title: _____

Notarization

Sworn to before me this ____ day of _____, 2026.

Notary Public Signature: _____

Notary Stamp/Seal:

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7. Hold Harmless Agreement

IT IS HEREBY AGREED AND UNDERSTOOD that the Bidder agrees to hold harmless and indemnify the East Ramapo Central School District, its Board of Education, any officer, agent, servant, or employee of the School District from any lawsuit, action, proceeding, liability, judgment, claim, or demand arising out of:

Any injury to person or property sustained by the Bidder, its agents, servants, employees, or any person, firm, or corporation employed directly or indirectly by them, in connection with their performance under the Contract.

However caused, any injury to person or property sustained by any person, firm, or corporation caused by any act, default, error, or omission of the Contractor, its agents, or employees, or any person, firm, or corporation directly or indirectly employed by them upon, or in connection with performance under the Contract.

The assumption of indemnity, liability, and loss hereunder shall survive Contractor's completion of service or other performance hereunder and any termination of the Contract.

The Contractor, at its own expense and risk, shall defend any such legal proceedings that may be brought against the School District, the Board of Education, or any officer, agent, servant, or employee of the School District on any claim or demand and shall satisfy any judgment that may be rendered against the School District, the Board of Education, or any officer, agent, servant, or employee of the School District.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand or whatever the name or nature—notwithstanding that the Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement to be interpreted most broadly as possible to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Acknowledgment and Notarization

Subscribed and sworn to before me:

By: _____

This ____ day of _____, 20

Notary: _____

Company: _____

Title: _____

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8. Statement of Non-Collusion:

Your proposal is subject to the following **Non-Collusion Statement** of Section 103-D of the General Municipal Law, which reads as follows:

"103-D. Statement of non-collusion in proposals to political subdivisions of the State." Every proposal or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where a competitive proposal is required by statute, rule, regulation, or local law, for work or services performed, to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under penalties of perjury:

Non-collusive proposal certification.

- A. **By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its organization, under penalty of perjury, that to the best of their knowledge and belief:**
1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement to restrict competition, as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer before opening, directly or indirectly, to any other proposer or competitor; and
 3. No attempt has been made, or will be made, by the proposer to induce any other person, partnership, or corporation to submit or not submit a proposal to restrict competition.
- B. A proposal shall not be considered for award, nor shall any award be made, **where (A) and (1), (2), and (3) above have not been complied with**; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and furnish with the proposal a signed statement with the proposal which sets forth in detail the reasons, therefore where **(A) and (1), (2), and (3) above** have not been complied with, the proposal shall not be considered for the award nor shall any award be made unless the head of the purchasing unit of the political subdivision, or his/her designee, determines that such disclosure was not made to restrict competition.

The fact that the proposer (a) has published price lists, or tariffs covering items being produced, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or has sold the same items to other at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (A)

Any proposal hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or goods sold or to be sold, where competitive proposer is required by statute, rule, regulation or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the proposer, and such

EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Proposer Certification

Company: _____

Signed: _____

Title: _____

Address: _____

EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

9. Insurance Certification:

Name of Project: Student Transportation for Non-Public and Non-Public Special Education Schools for School Year 2026-2027.

Your Insurance representative must complete the form below to be considered for the award of this bid or project, and you must complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission for your bid to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements outlined in the bid and are capable of providing such insurance to our insured following such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage?

Yes ___

No ___

Date: _____

Insurance Representative's Signature:

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, for procuring the required insurance and will be able to supply the insurance required following the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid, and if it is not, East Ramapo CSD may reject my bid and award it to the next lowest Bidder.

Bidders Firm Name: _____

Address of Firm: _____

Bidders Signature: _____

Date: _____

14.0 Appendices

EAST RAMAPO CENTRAL SCHOOL DISTRICT
 BID NUMBER RFB-ER-36-26

Appendix A: Schools & Bell Times

School ID	School	Address	Bell Times	Student Count
1	Ahavas Bais Yaakov	261 HWY 306, MONSEY, NY 10952	9am-4:45pm	90
2	Albertus Magnus HS	798 NY-304, BARDONIA, NY 10954	7:30am – 2:25pm	110
3	Ateres Bais Yaakov Academy of Rockland	200 SUMMIT PARK ROAD SPRING VALLEY NY 10977	K-8 th = 9am-4pm 9 th -12 th = 9am-5pm	145
4	Bais Yaakov Chofetz Chaim Pomona	44 S CAMP HILL RD, POMONA, NY 10970	K = 8:30am – 3pm 1 st -8 th = 8:30am-4pm Friday Dismissal = 12pm	230
5	Bais Yaakov Elementary	681 CHESTNUT RIDGE RD, SPRING VALLEY, NY 10977	K = 9am-3pm 1 st -8 th = 9am-3:45pm	580
6	Bais Yaakov Shiras Miriam	89 W MAPLE AVE MONSEY NY 10952	8:30am-5pm	170
7	Bas Mikroh Girls	381 VIOLA RD SPRING VALLEY NY 10977	8:40am – 3:55pm	495
8	Bnos Leah Prospect Park of Monsey	315 N MAIN ST NEW CITY NY 10956	9:15am-3:55pm	90
9	Cheder Chabad Boys	15 WIDMAN CT, SPRING VALLEY, NY 10977	1 st – 5 th = 8:40 am – 4:15pm 6 th = 8:40am – 5pm 7 th -8 th = 7:30am – 5pm	135
10	Cheder Chabad of Monsey Girls	25-27 S MONSEY RD, MONSEY, NY 10952	9:10am - 4pm	175
11	Congregation Ramapo Cheder Elementary	681 CHESTNUT RIDGE RD, SPRING VALLEY, NY 10977	1 st – 4 th = 9am – 3:55pm 5 th – 6 th = 9am – 5pm	190
12	Congregation Diveri Chaim	67 College Rd, Monsey, NY 10952		120
13	Mesifta Bais Shraga	28 SADDLE RIVER RD, MONSEY, NY 10952	7:35am – 6pm Friday Dismissal = 12:15pm	75
14	Mesivta Ahavas Hatorah	720 UNION RD SPRING VALLEY NY 10977	7:45am – 6pm	95
15	Mesivta Tiferes Mordechai	50 MOUNTAIN AVE MONSEY NY 10952	Friday Dismissal = 12:15pm 7:30am – 6pm	65
16	Mesorahs Miriam	900 RT 45, NEW CITY, NY 10956	8:50am – 4:10pm	
17	St Margaret's	33 N. MAGNOLIA ST PEARL RIVER NY 10965	7:45am – 2:40pm	70

EAST RAMAPO CENTRAL SCHOOL DISTRICT
 BID NUMBER RFB-ER-36-26

School ID	School	Address	Bell Times	Student Count
18	Tiferes Bais Yaakov Elementary School	116 COLLEGE RD, MONSEY, NY 10952	8:45am – 3:45pm	95
19	Yeshiva Degel Hatorah	111 MAPLE AV, SPRING VALLEY, NY 10977	K-1 st = 9:15am – 3:10pm 2 nd -4 th = 9:15am - 4:15pm 5 th = 9:15am – 5:30pm 6 th – 8 th = 7:30am – 5:30pm 9 th – 12 th = 7:30am – 6pm Friday Dismissal = 12:30pm	175
20	Yeshiva Ketana Torah Chaim	681 CHESTNUT RIDGE RD, BUILDING 14, SPRING VALLEY, NY 10977	K = 9am – 3:10pm 1 st – 6 th = 9am – 4:15pm	140
21	Yeshiva North Jersey	666 KINDERKAMACK RD RIVER EDGE NJ 07661	K – 3 rd = 8:30am – 3:30pm 4 th – 8 th = 8:30 – 4:45pm 6 th – 12 th 8:30am – 4:45pm Friday Dismissal = 1pm	60
22	Zichron Shmuel	415 VIOLA RD, SPRING VALLEY, NY 10977	K – 5 th = 9am – 3:40pm 6 th – 7:45am – 3:40pm 7 th – 12 th 7:45am – 5:15pm	80
23	Avir Yakov Boys	91 WASHINGTON AVE, SPRING VALLEY, NY 10977	K= 8:40am -3pm 1 st – 3 rd = 8:40am – 4pm 4 th – 5 th 8:40am – 5:15pm 6 th - 12 th = 7:30am – 6pm	59
24	Avir Yakov Addison Boyce	32 Addison Boyce Dr, New City, NY 10956		386
25	Avir Yakov Elementary	103 Clinton Ln, Spring Valley, NY 10977	K= 8:40am -3pm 1 st – 3 rd = 8:40am – 4pm	1595
26	Avir Yakov Hillcrest	32 Edison Ct, Spring Valley, NY 10977	8am – 4pm	
27	Avir Yakov Middle School	26 Benzion Dunner Dr, Spring Valley, NY 10977		221
28	Yeshiva Avir Yakov Girls	16 Roosevelt Ave, Spring Valley, NY 10977	8:30am – 3:30pm	1608

EAST RAMAPO CENTRAL SCHOOL DISTRICT
 BID NUMBER RFB-ER-36-26

Appendix C: Per Diem and Hourly Rates per Bus

Vehicle Types	Capacity	Cost Per Diem	Cost Per Hour
Bus			
Van			
Wheelchair Van			

Contractor Signature: _____

EAST RAMAPO CENTRAL SCHOOL DISTRICT
 BID NUMBER RFB-ER-36-26

Appendix E: Sample Student Per Pupil Transportation Invoice

Contractor Name: Address City, State, Zip

Bid #	-26
Billing Period	March 1 – 31, 26
Invoice Date	April 1, 2026
Invoice Number	
Customer PO #	ERCSD PO #

East Ramapo Central School District
 Transportation Department
 105 South Madison Avenue
 Spring Valley, NY 10977
 Phone: 845-577-6490
 Email: er-transportationbilling@ercsd.org

School Name – Bldg#	Service Type	Students Serviced	Days	Cost Per Pupil	Monthly Amount
Yeshiva...../Bldg # 0212	Home-to-School Daily Transport	100	20	10.00	\$12,000.00
Yeshiva...../Bldg # 0212	Home to School to Home Daily Wheelchair	2	20	15.00	\$600.00
				Total:	\$12,600.00

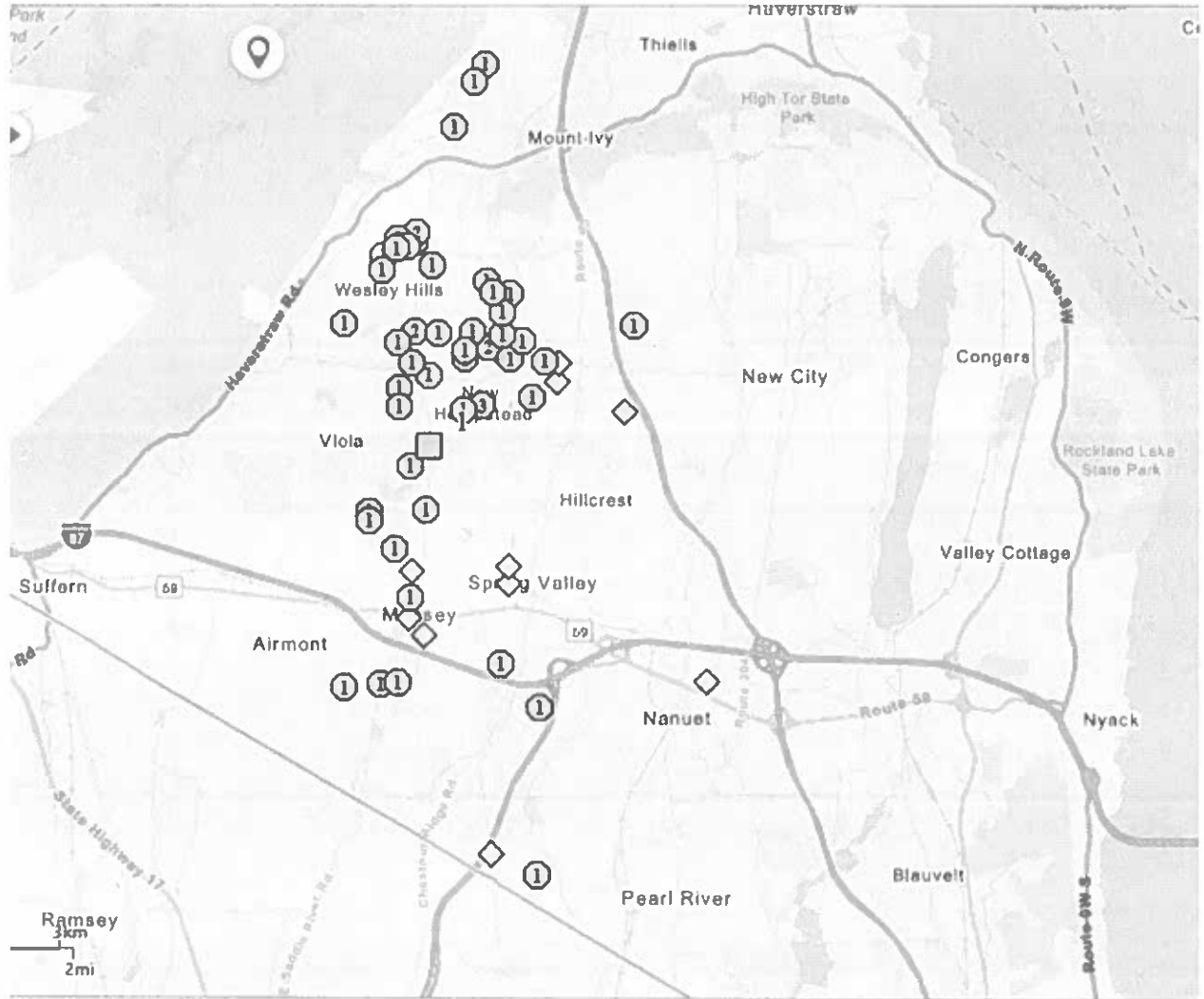
Transportation Services Provided to Public and Private Schools

Please remit Payment to: IAS Transportation Service Attn: Accounts Receivable 1 Address City, NY 10021	ACH Payments Bank: BANK NAME Routing #: BANK ROUTING Account #: ACCOUNT NUMBER
--	---

EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

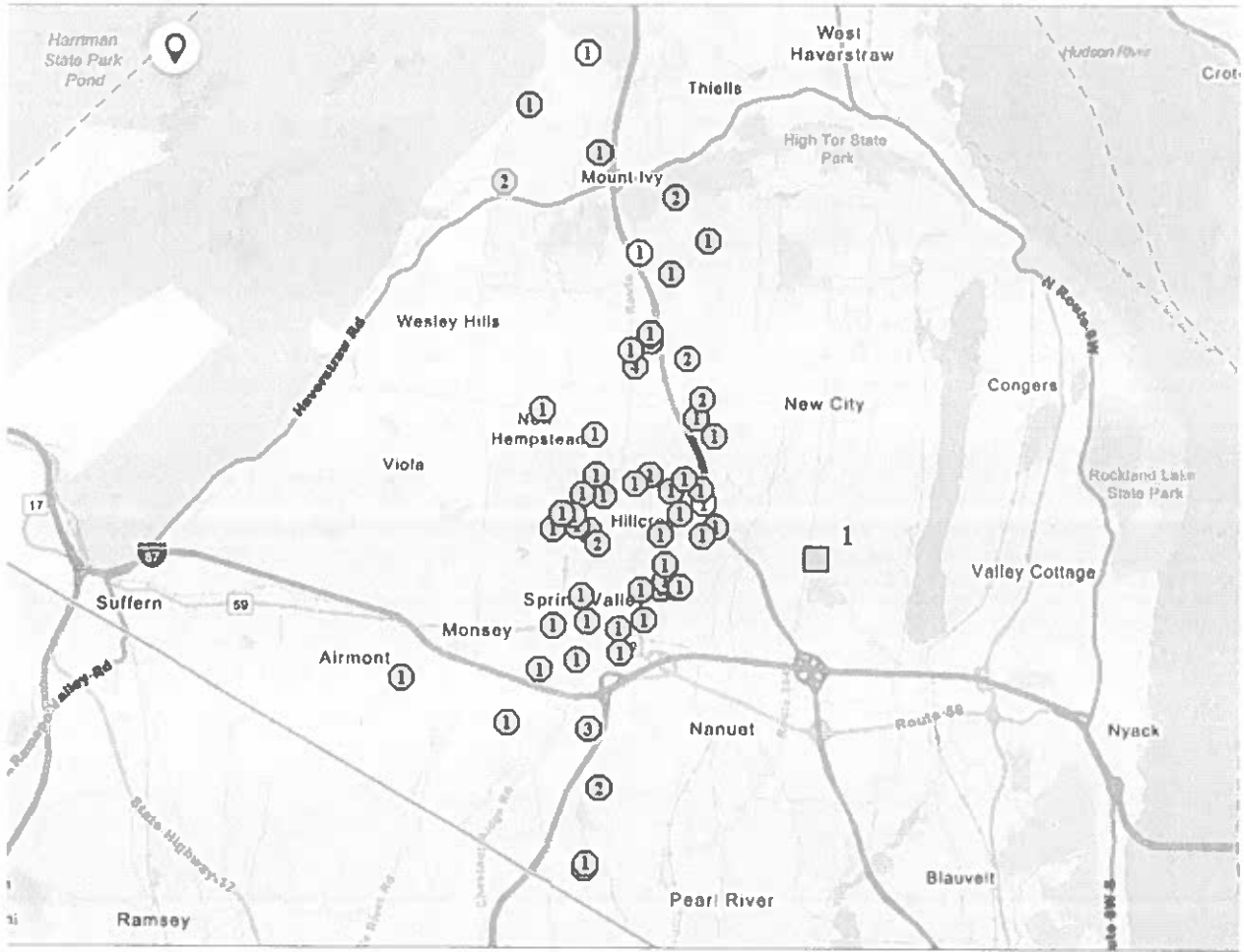
Appendix F: Student Population Maps

School: Ahavah Bais Yaakov



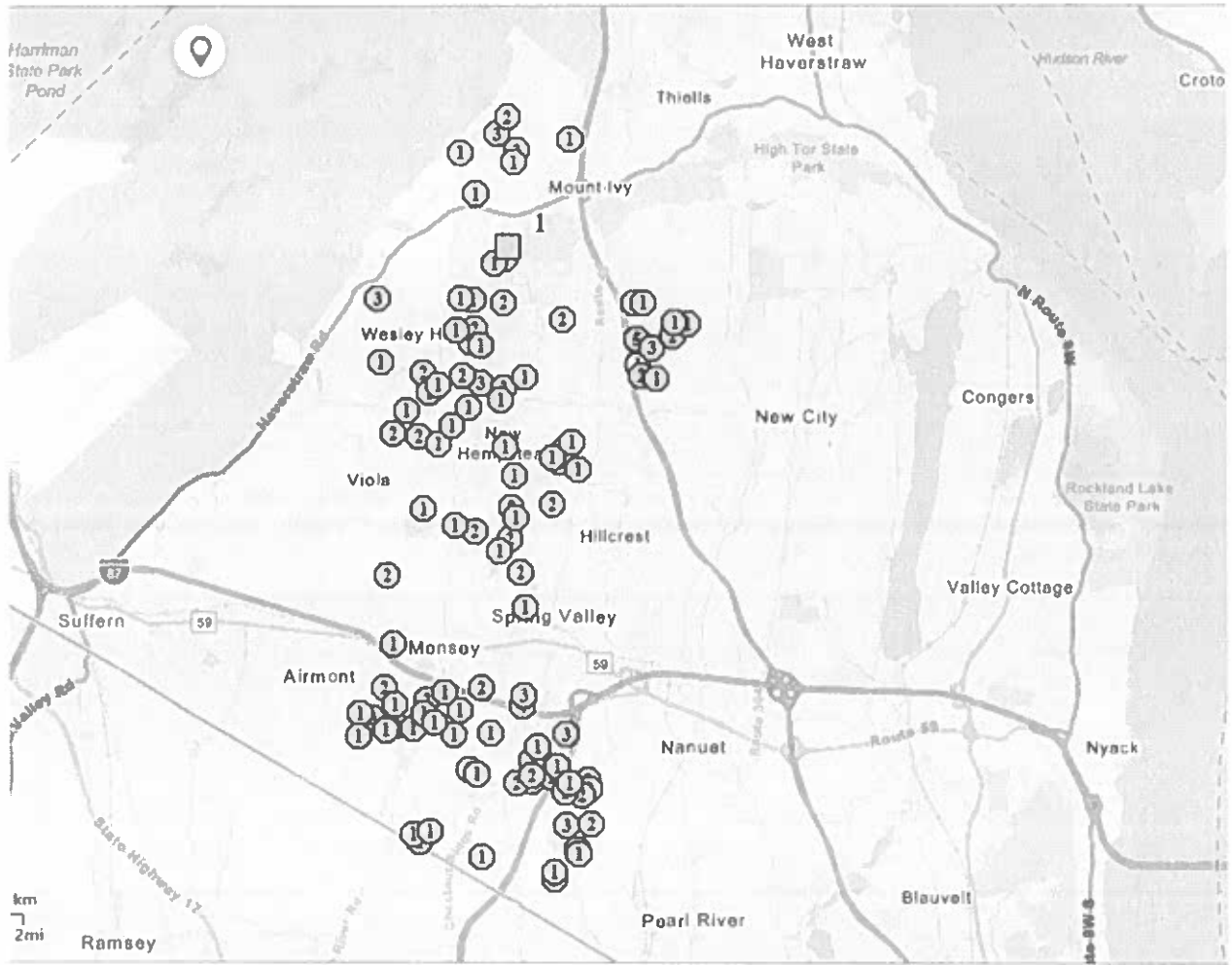
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Albertus Magnus



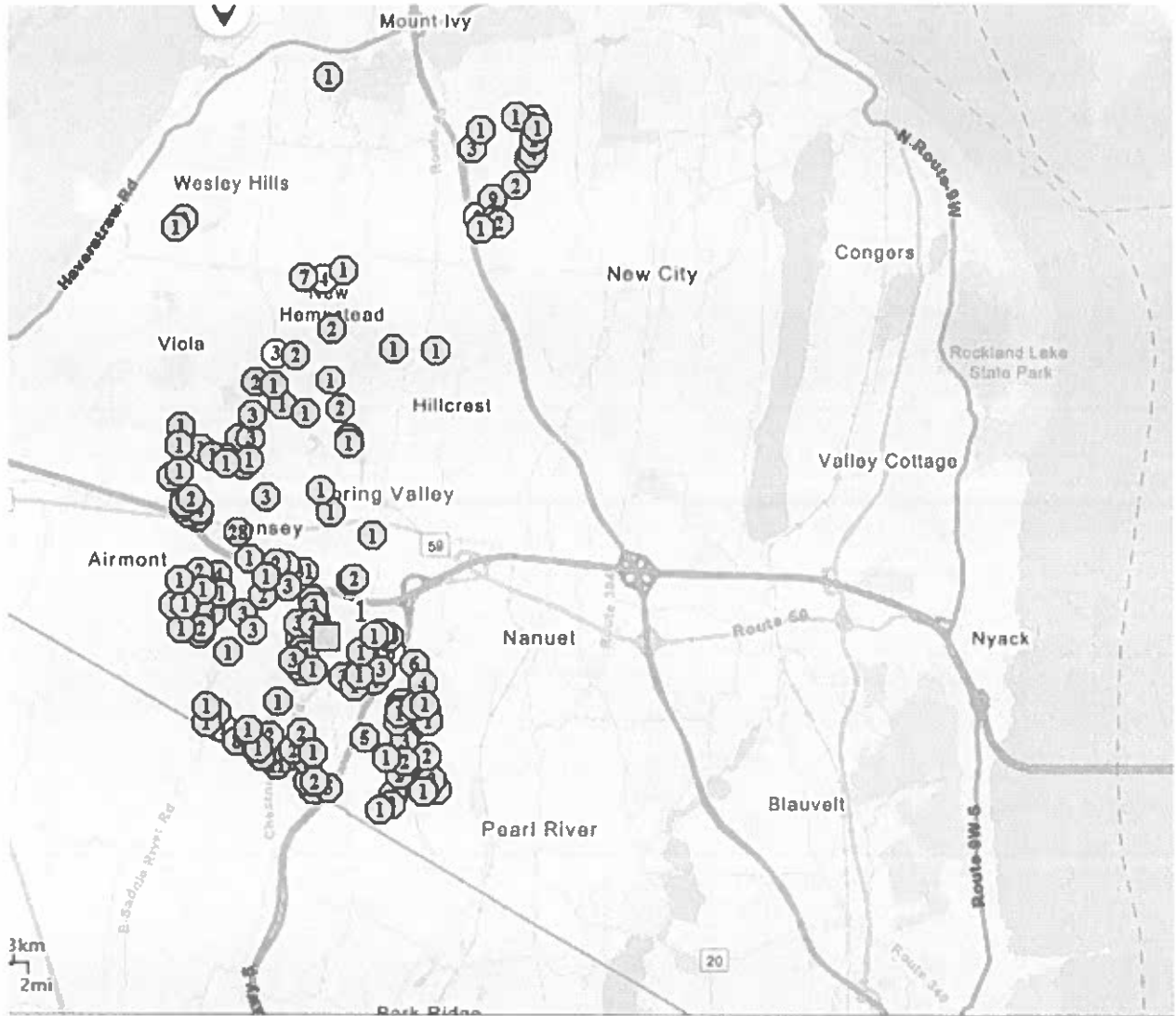
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Bais Yaakov Chofetz Chaim Pomona



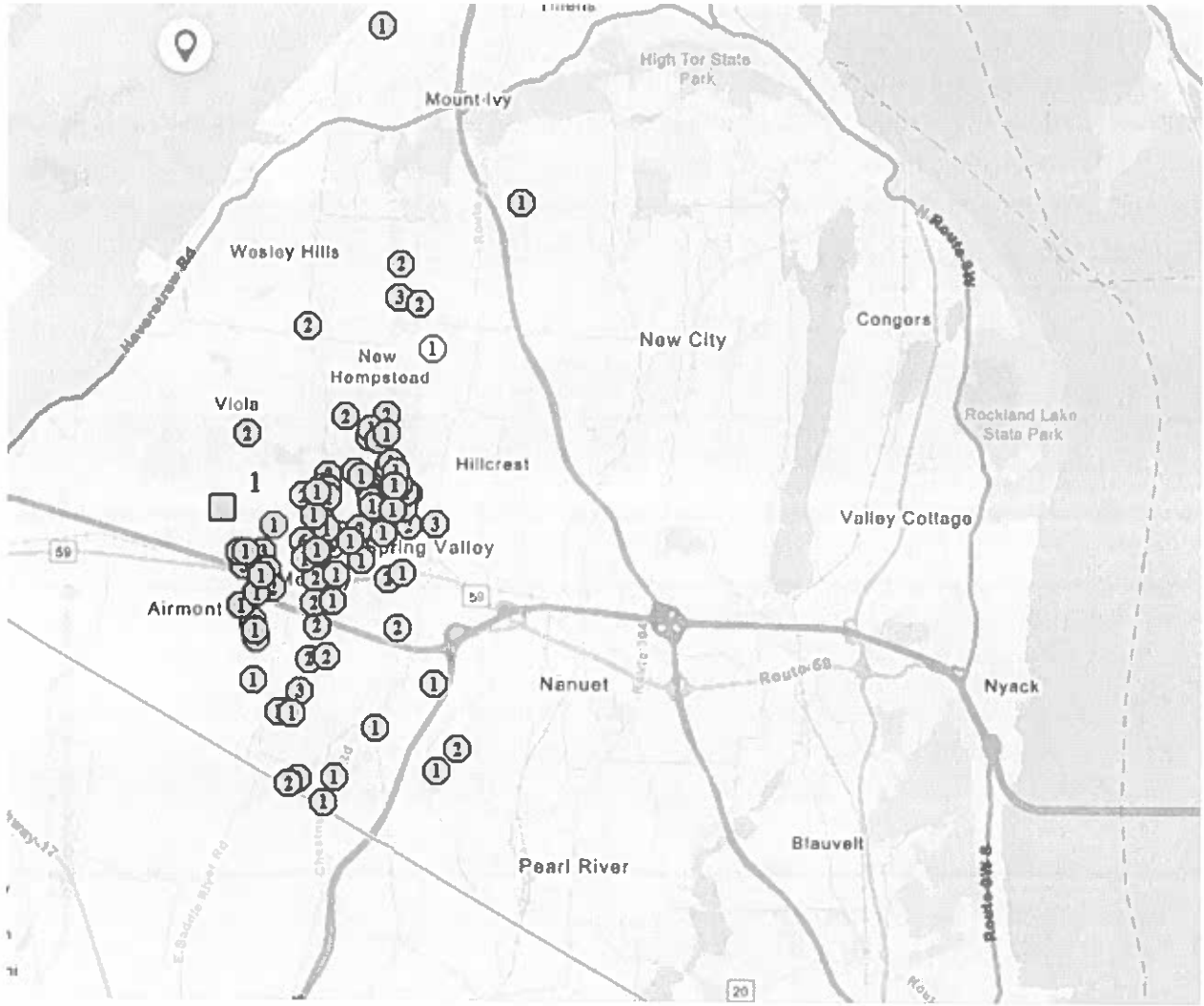
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Bais Yaakov Elementary



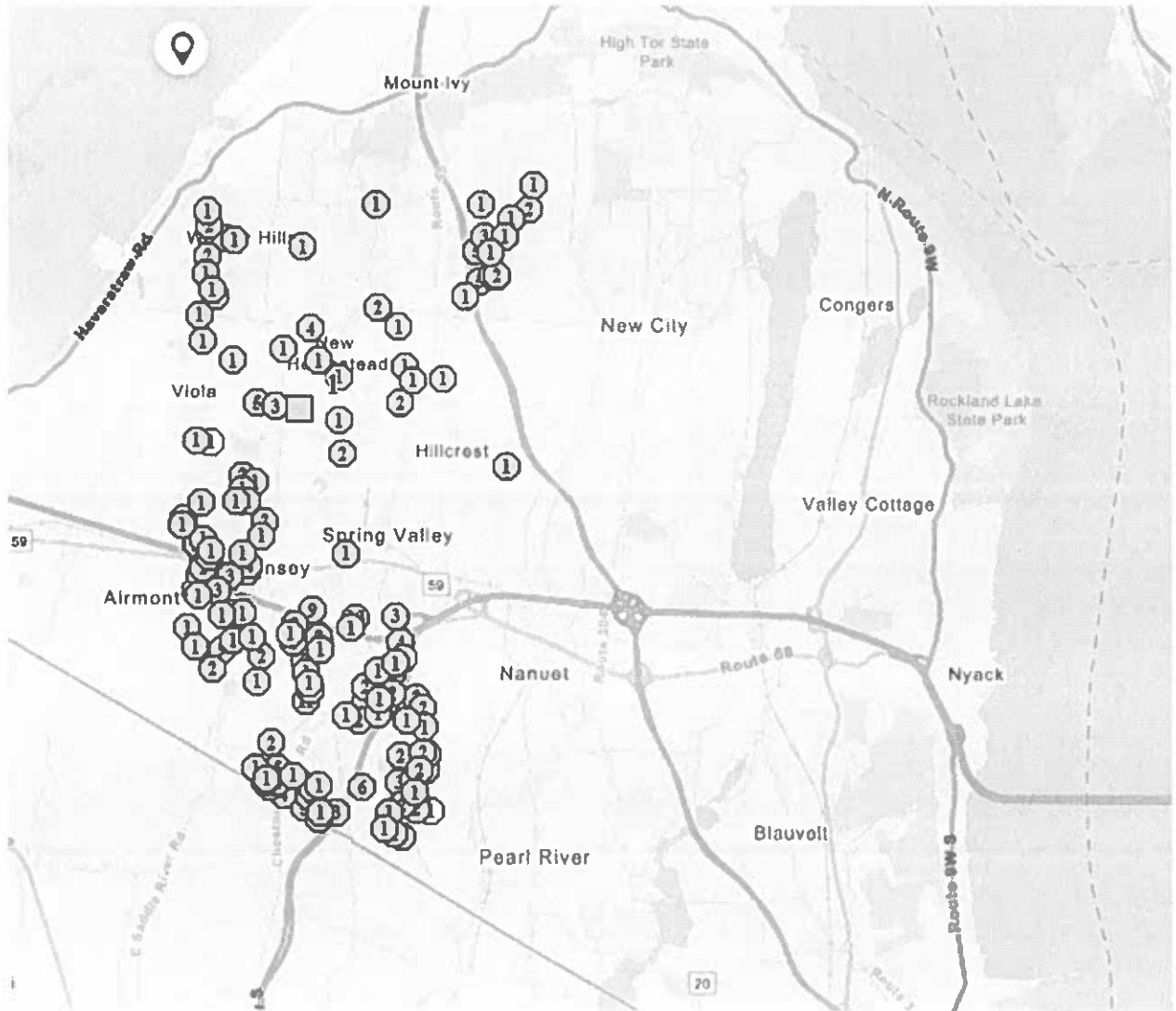
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Bais Yaakov Shiras Miriam



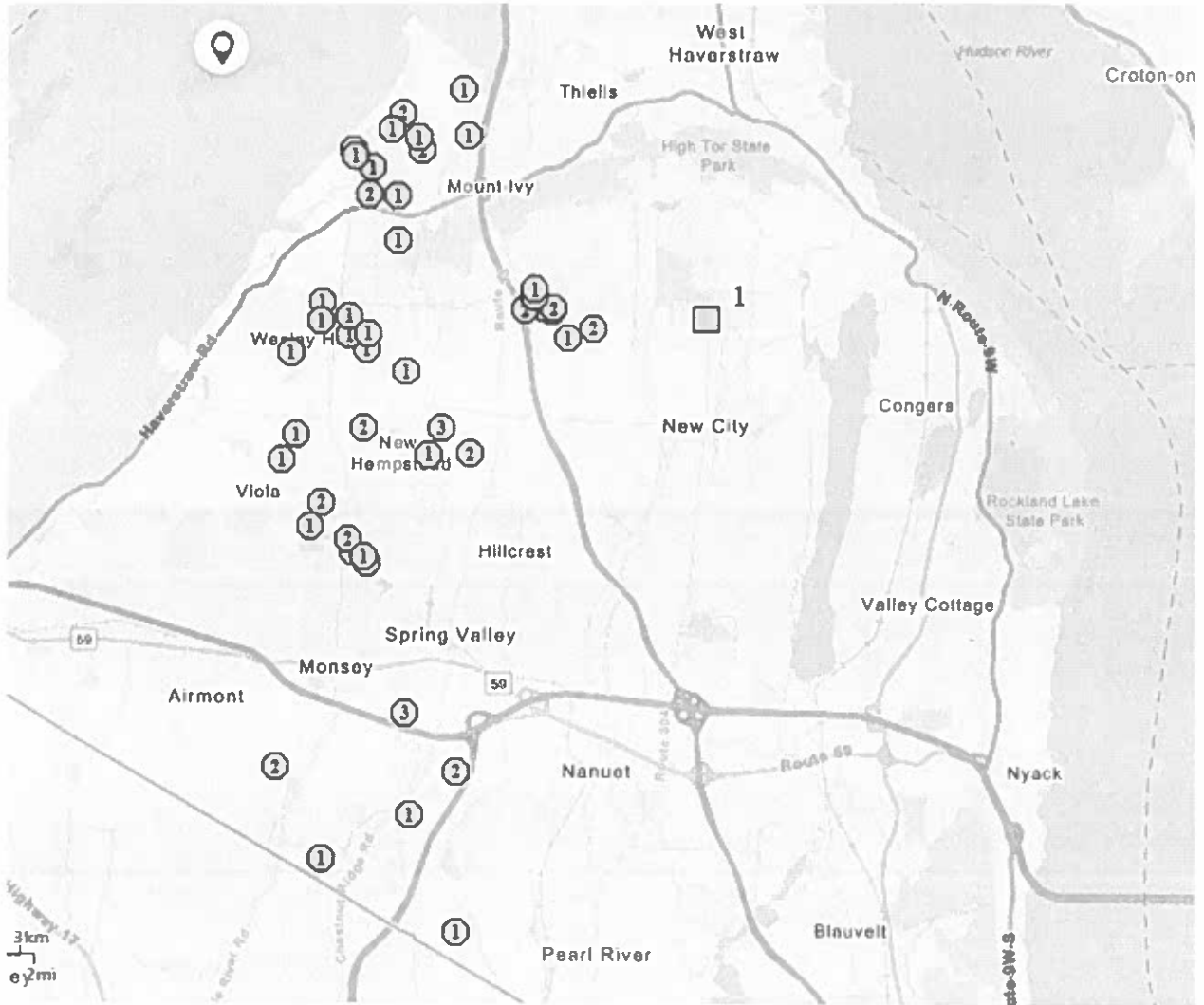
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Bas Mikroh Girls



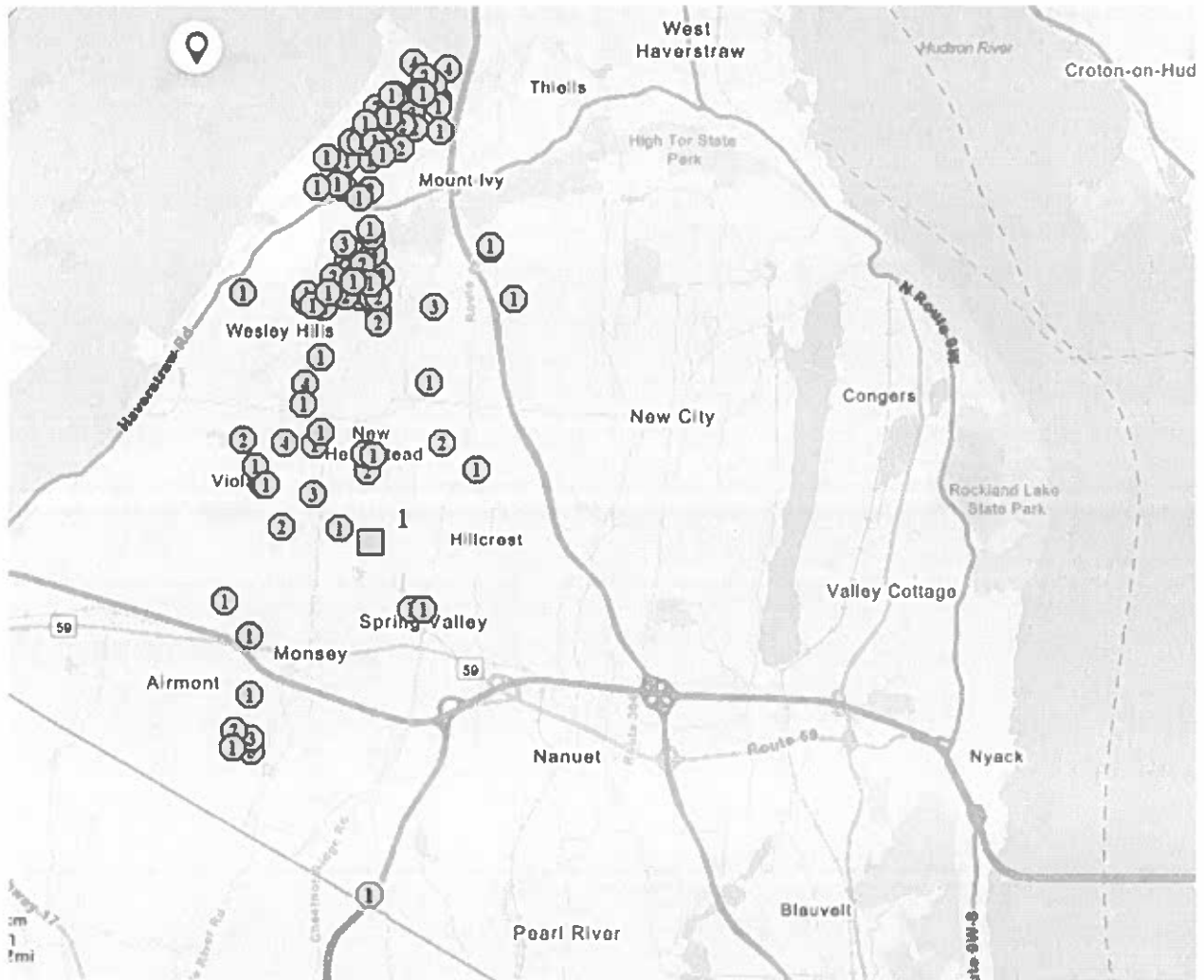
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Bnos Leah Prospect Park of Monsey



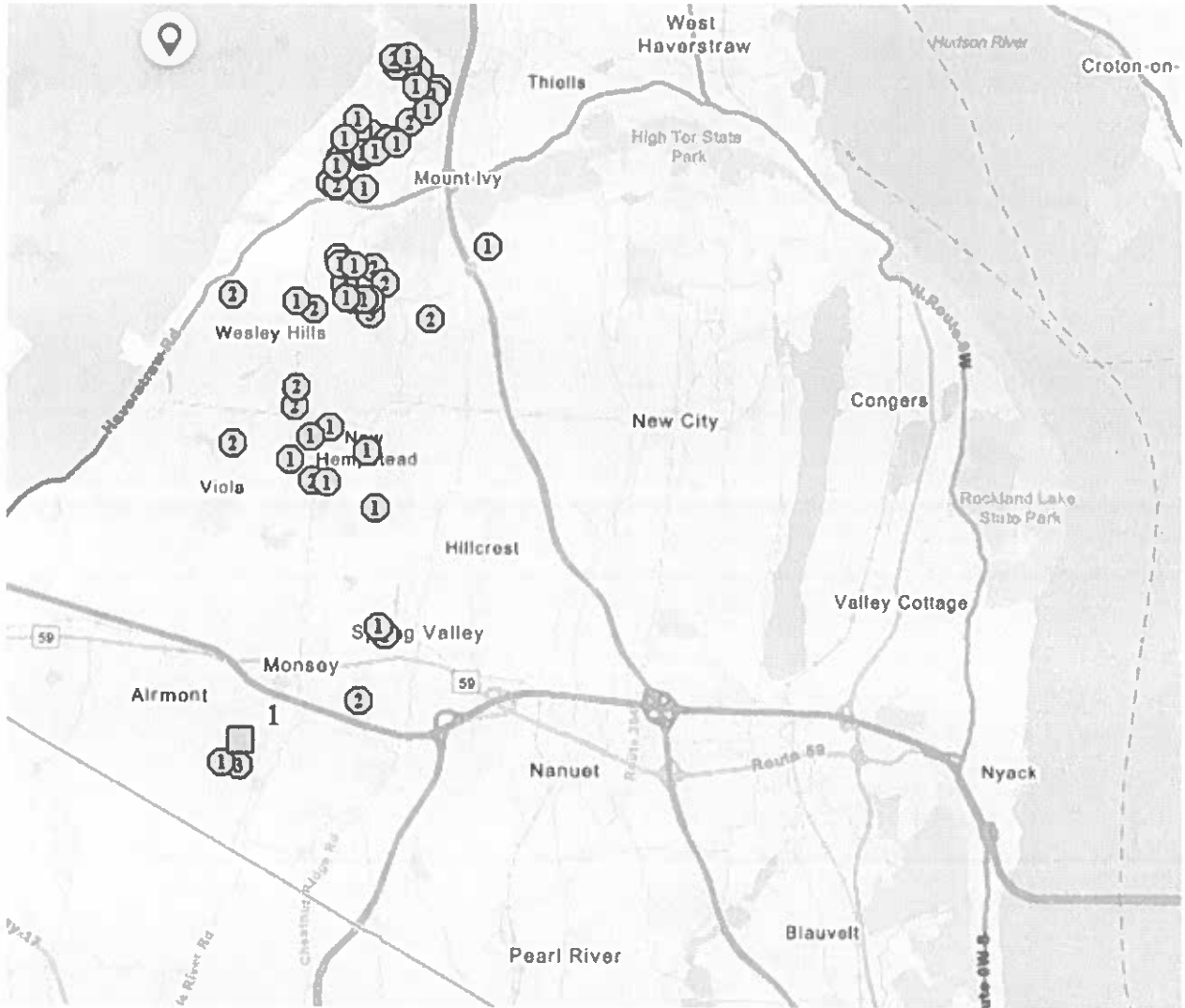
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Cheder Chabad Boys



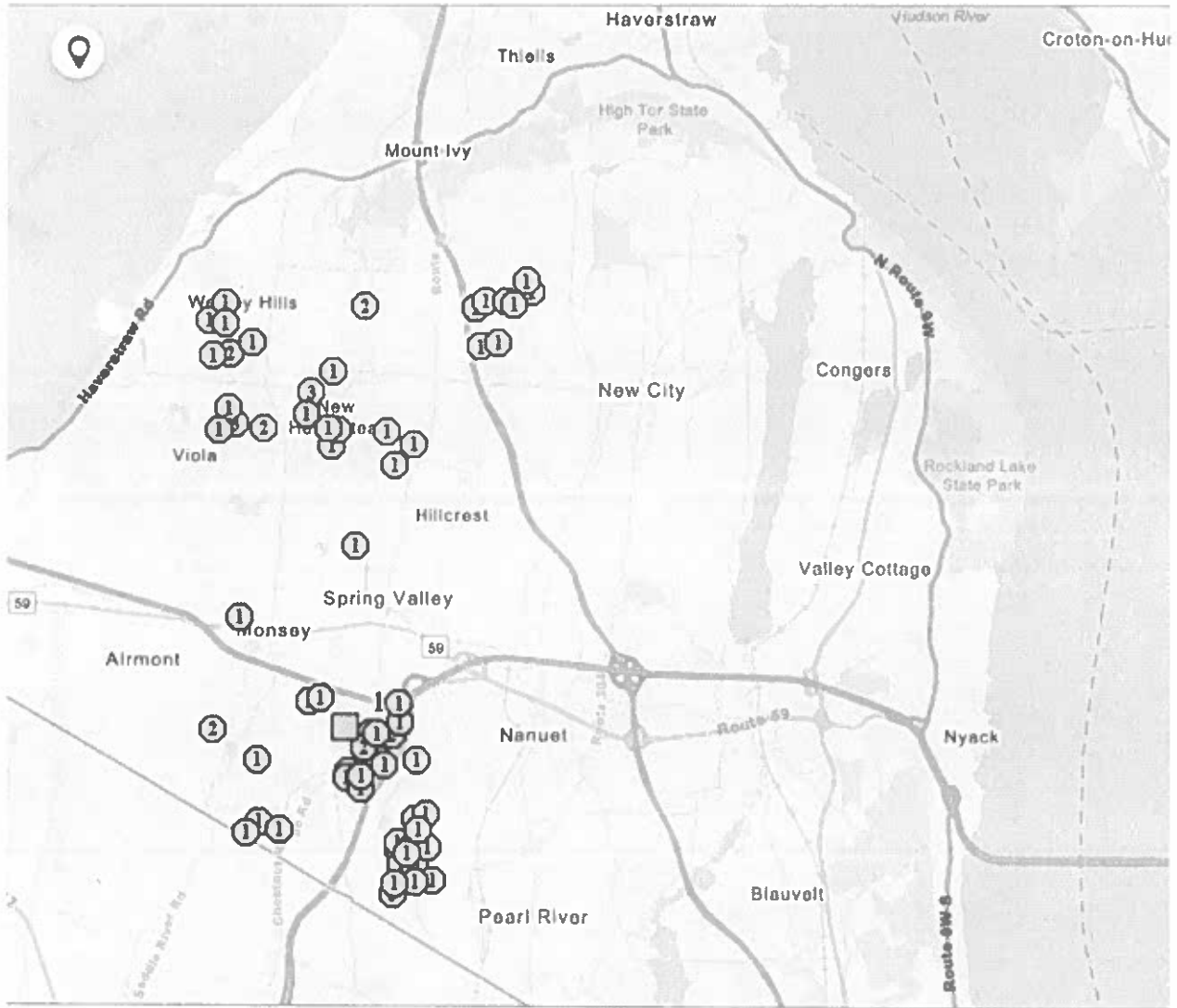
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Cheder Chabad of Monsey Girls



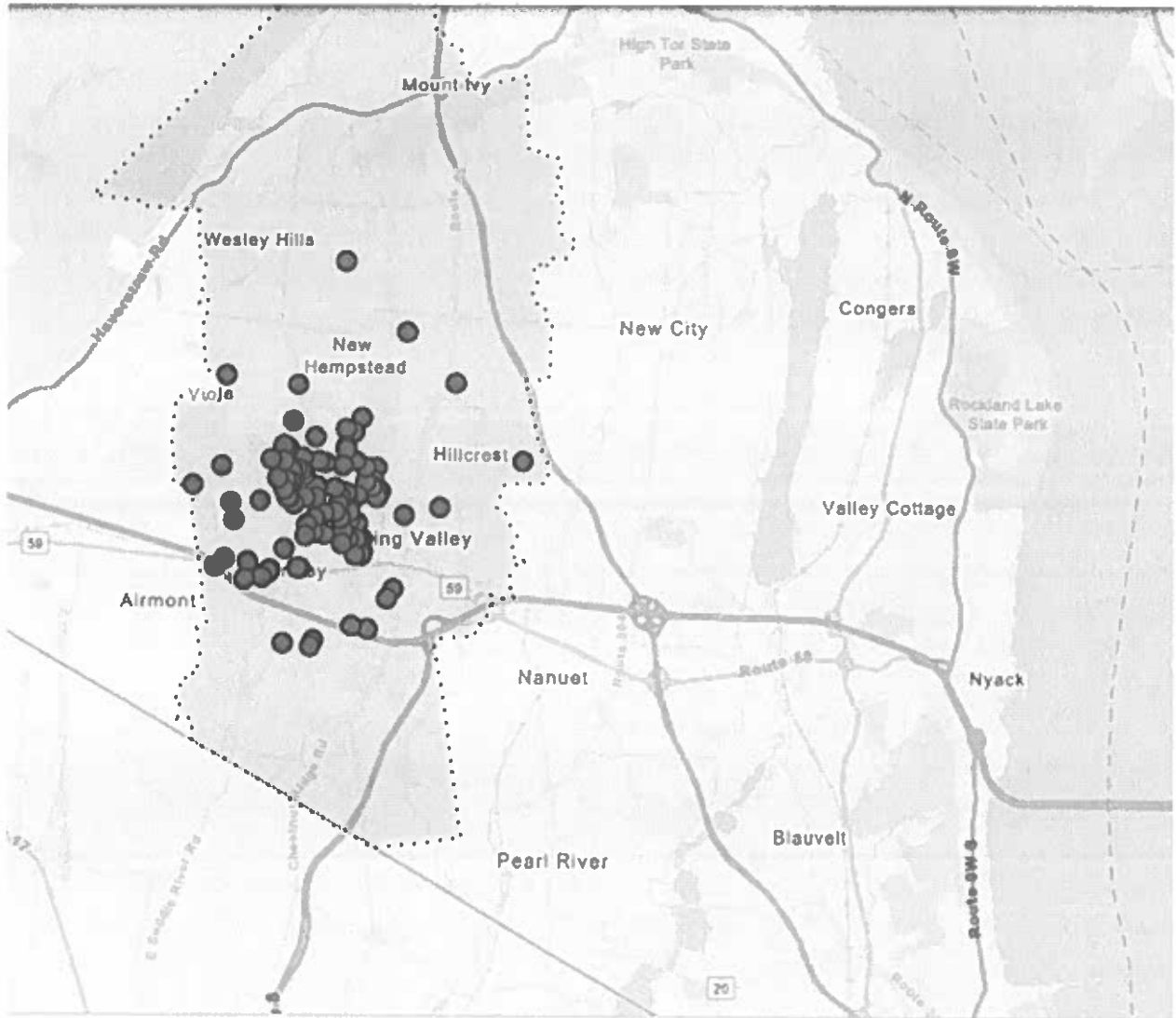
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Congregation Ramapo Cheder Elementary



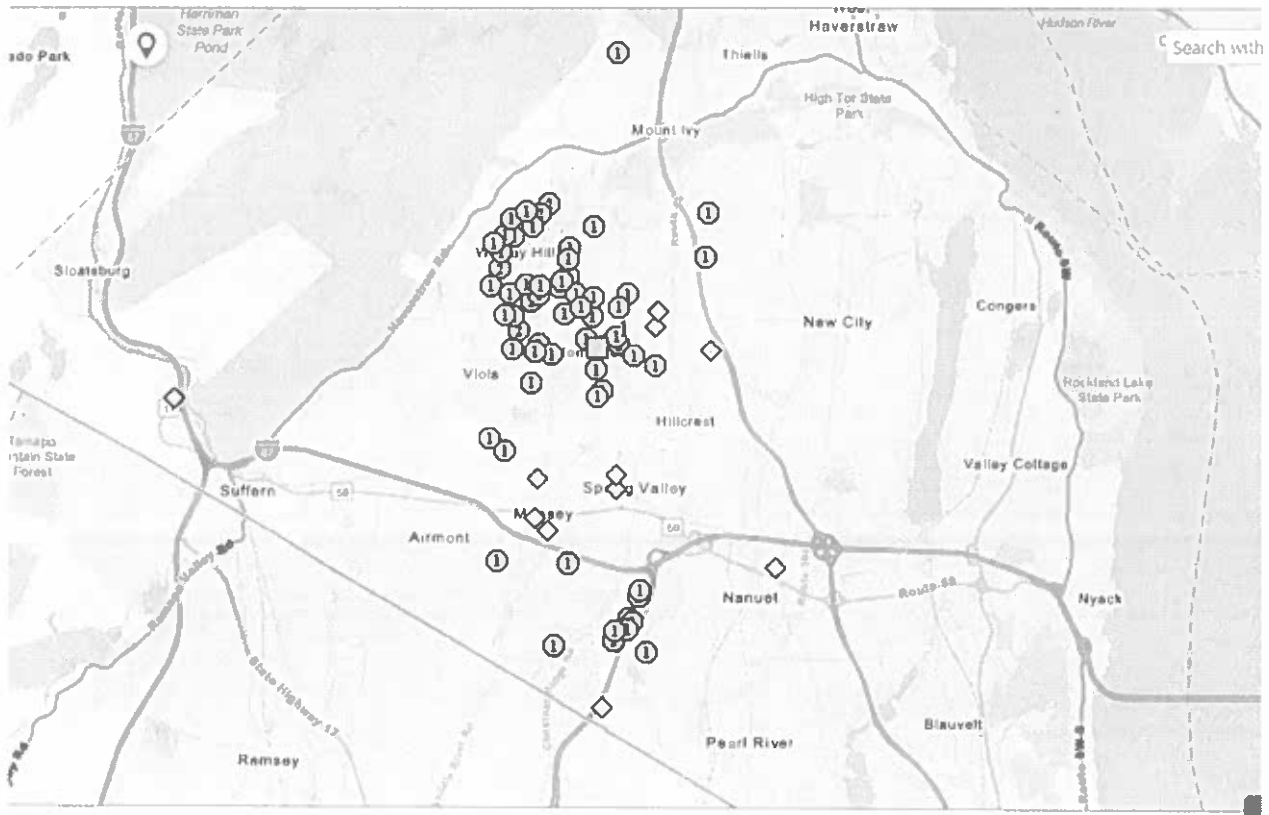
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Congregation Diveri Chaim



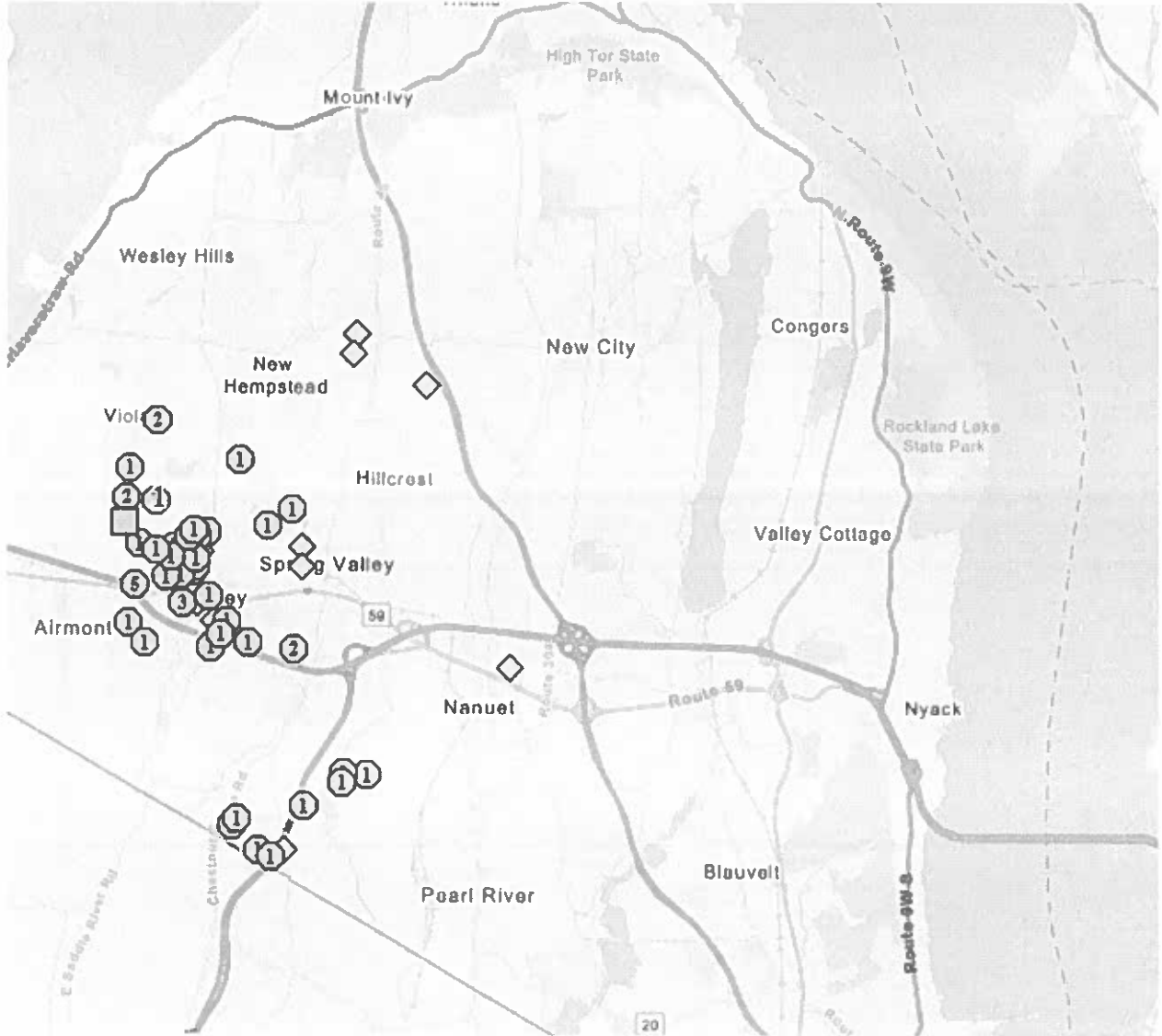
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Mesivta Ahavas Hatorah



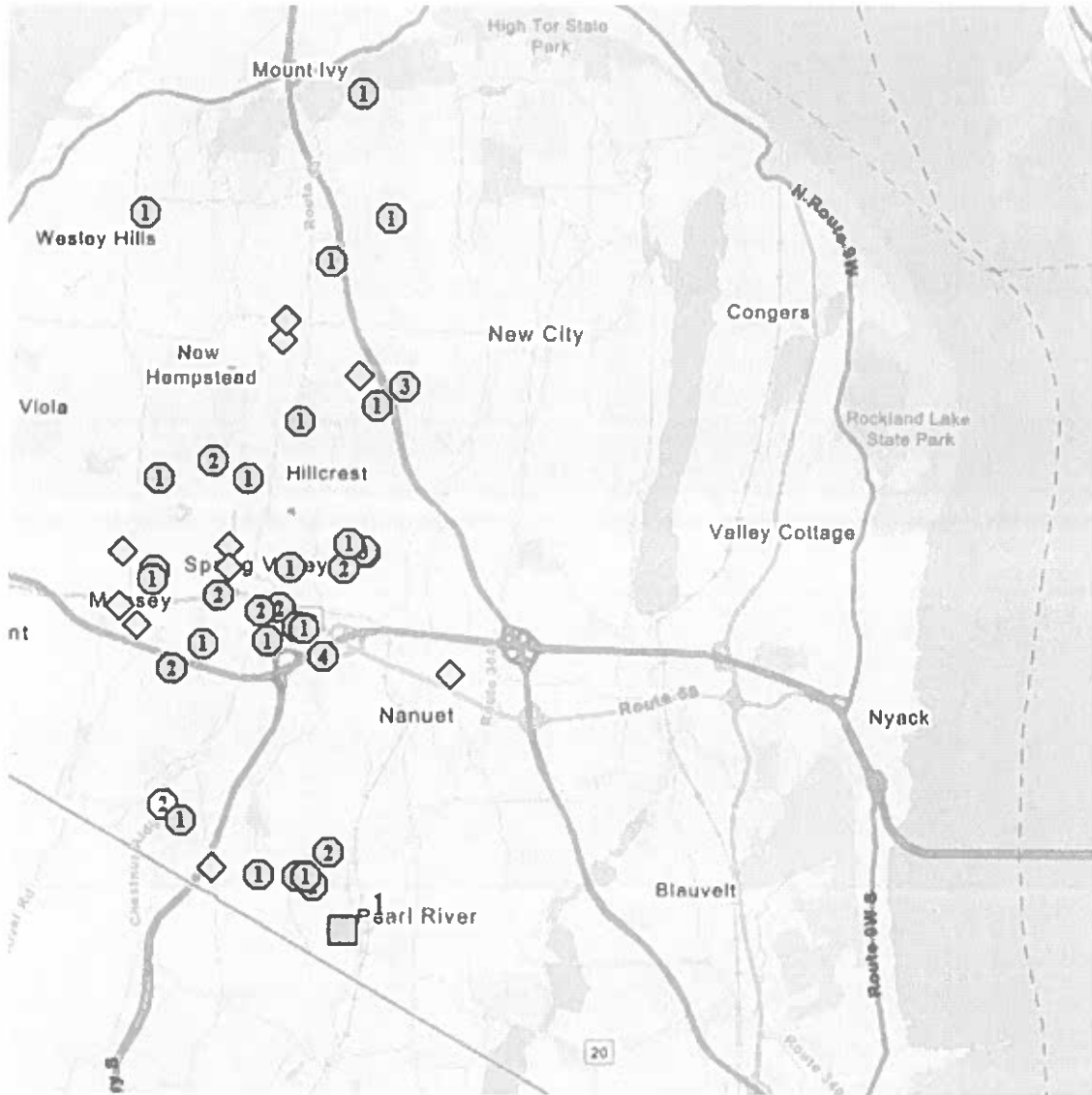
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Mesivta Tiferes Mordechai



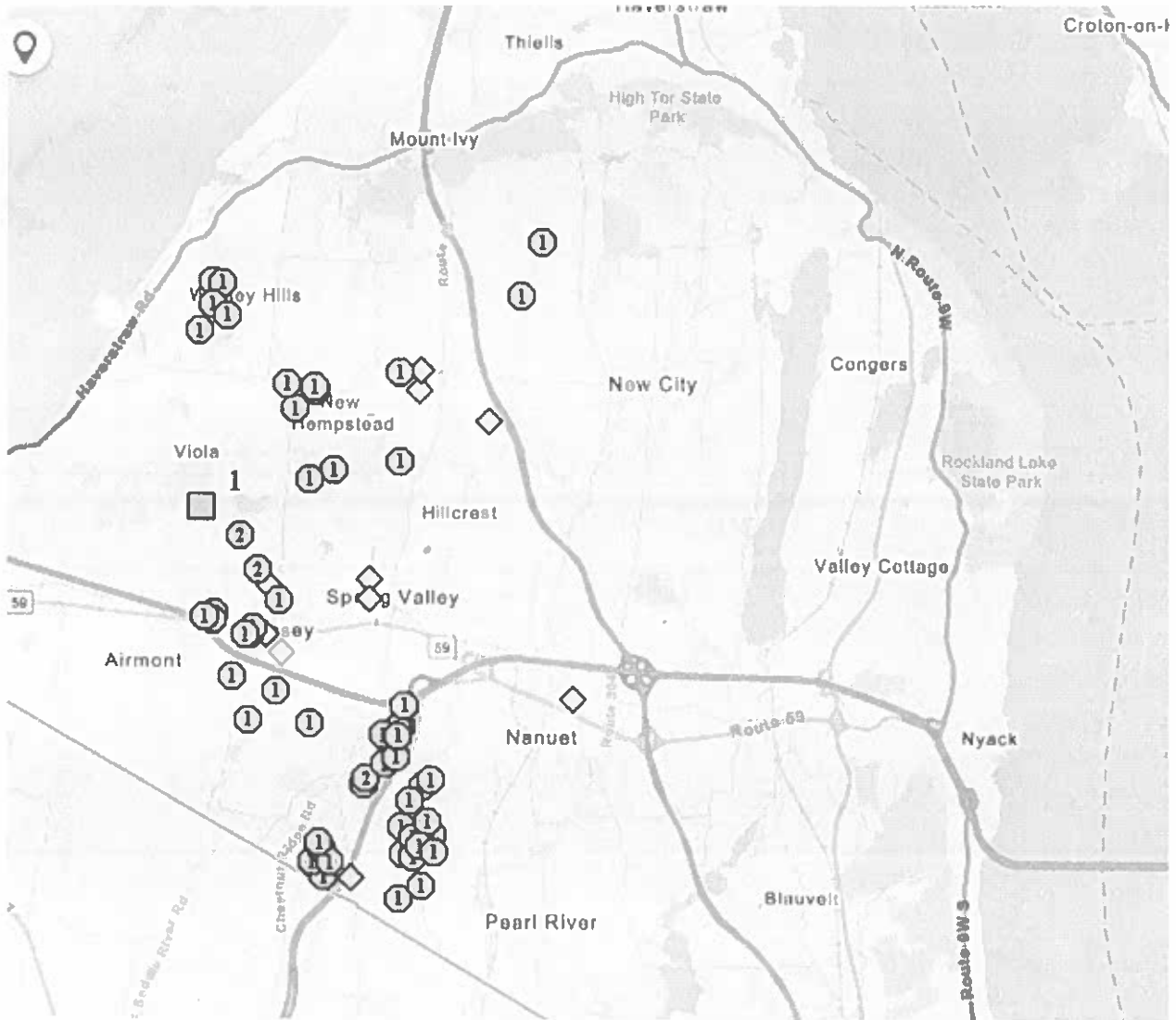
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: St. Margaret's



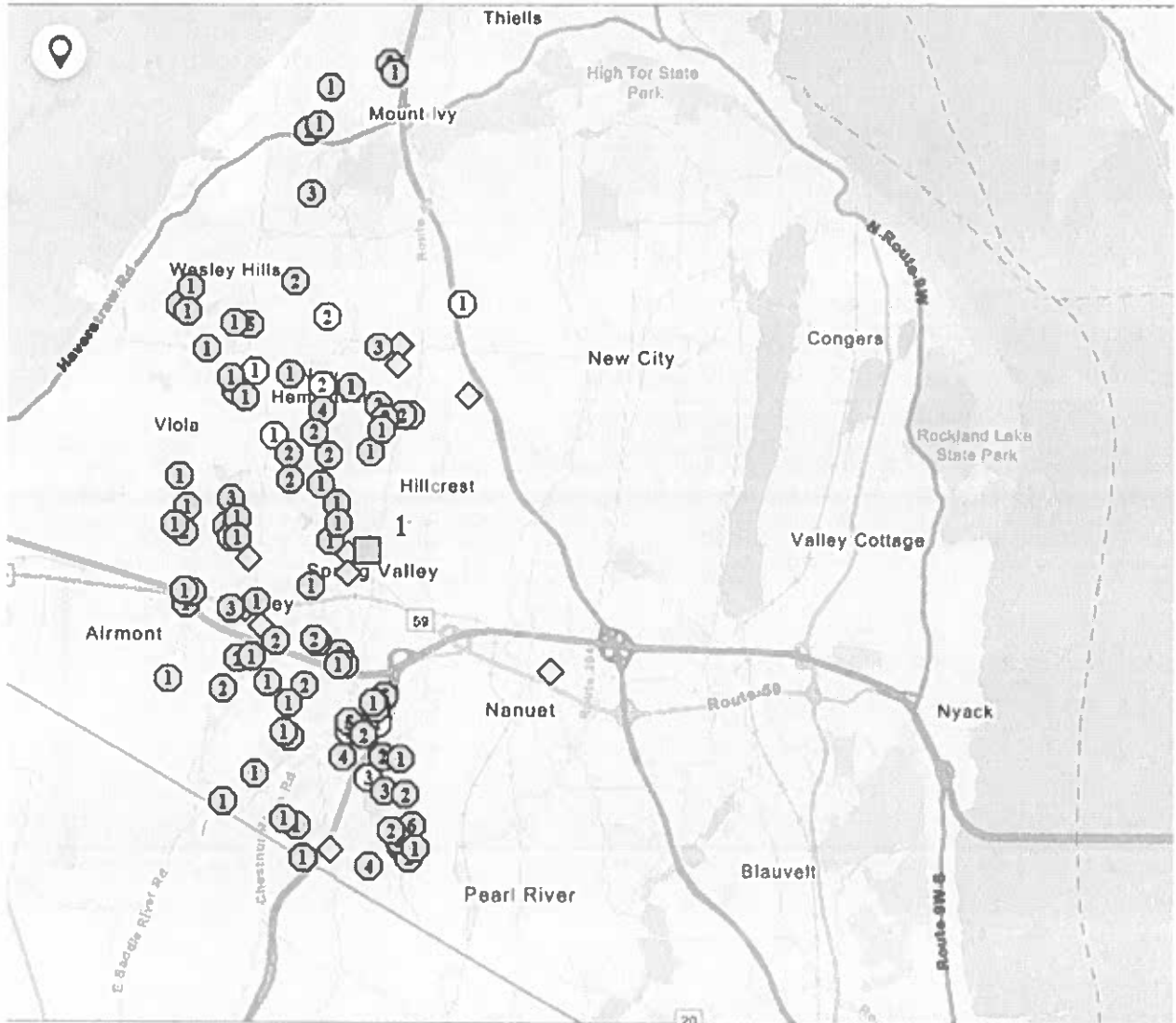
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Tiferes Bais Yaakov Elementary School



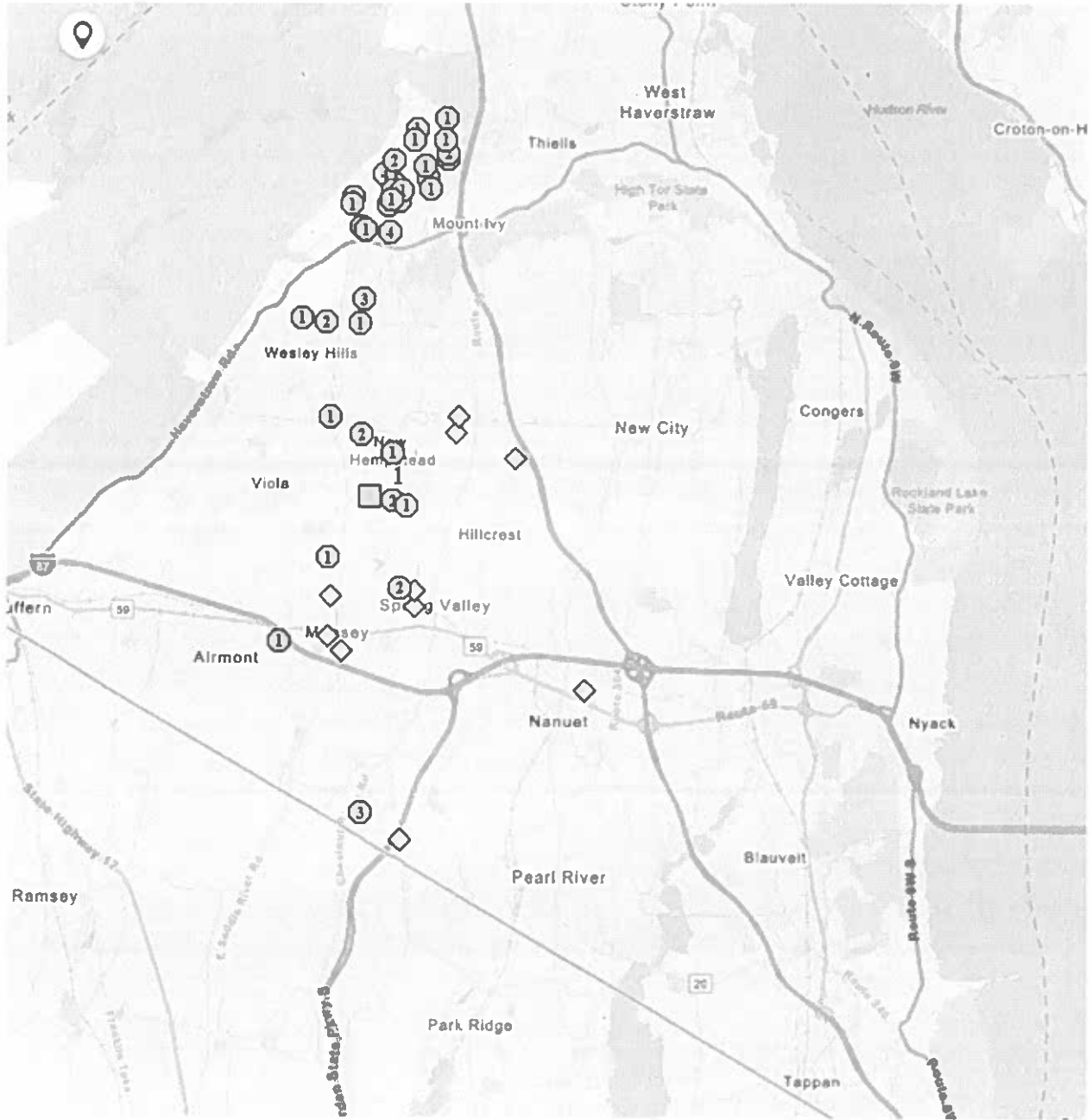
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Yeshiva Degel Hatorah



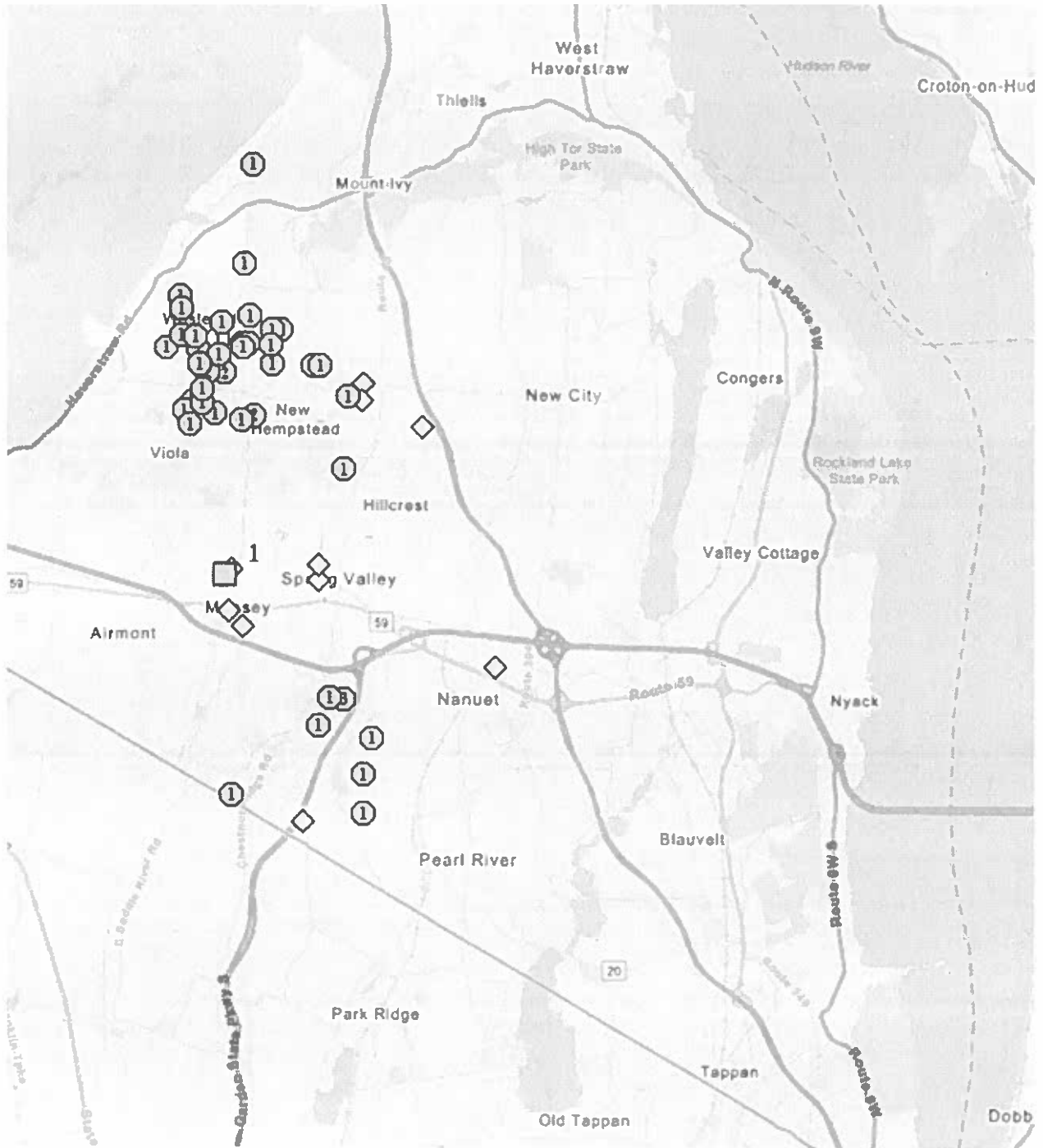
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Zichron Shmuel



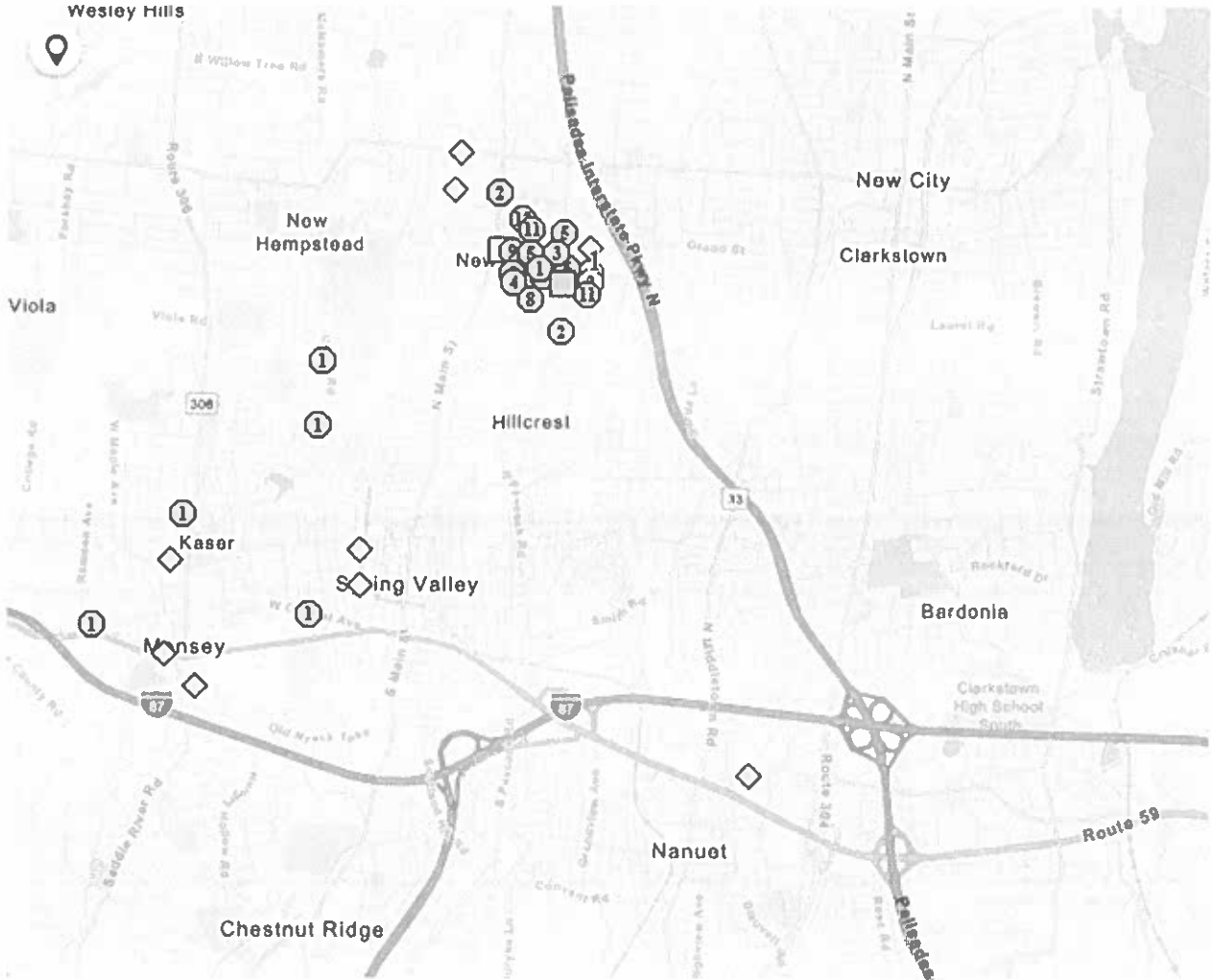
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Mesifita Beth Shraga



EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Avir Yakov Boys



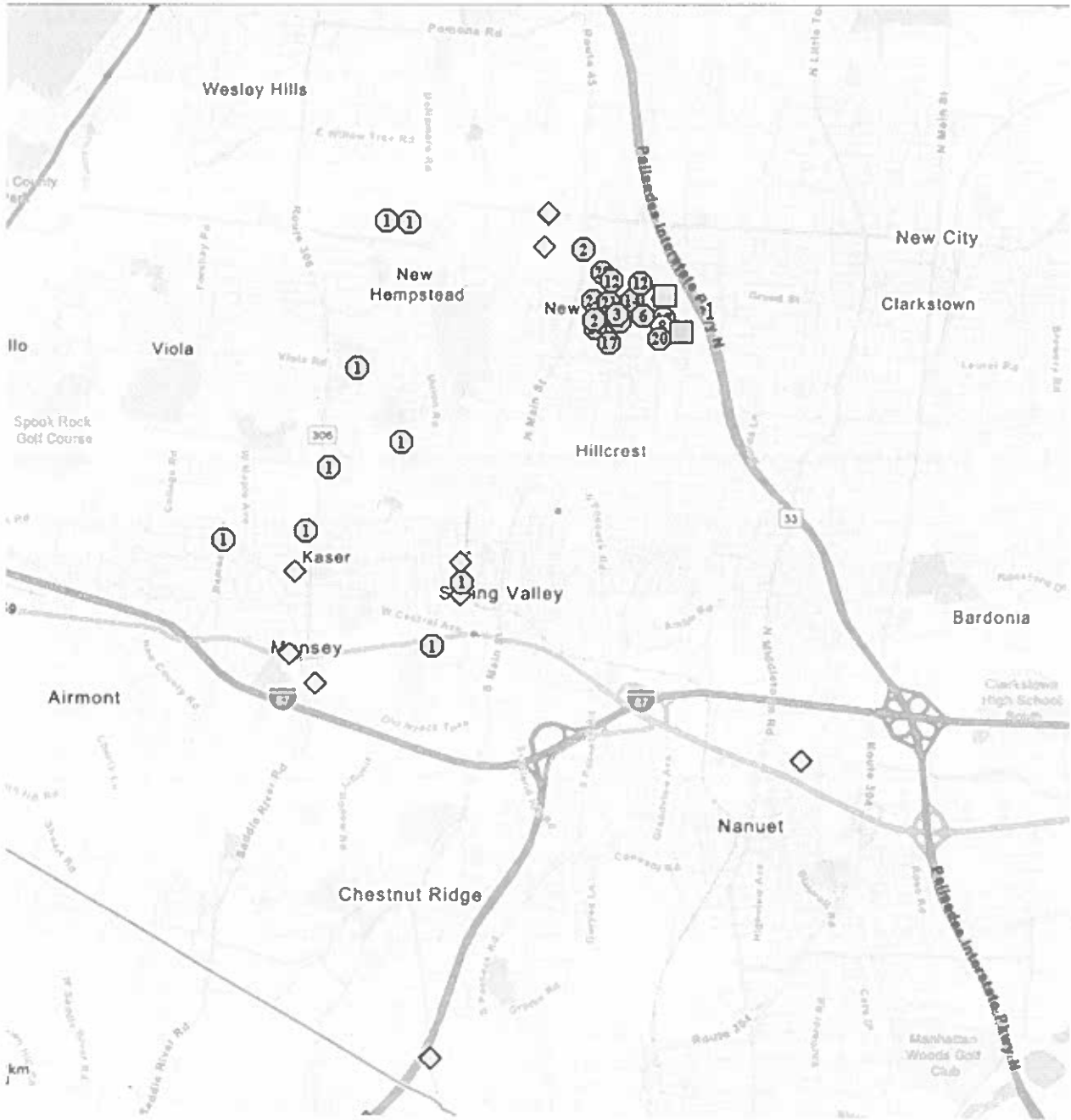
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Avir Yakov Addison Boyce



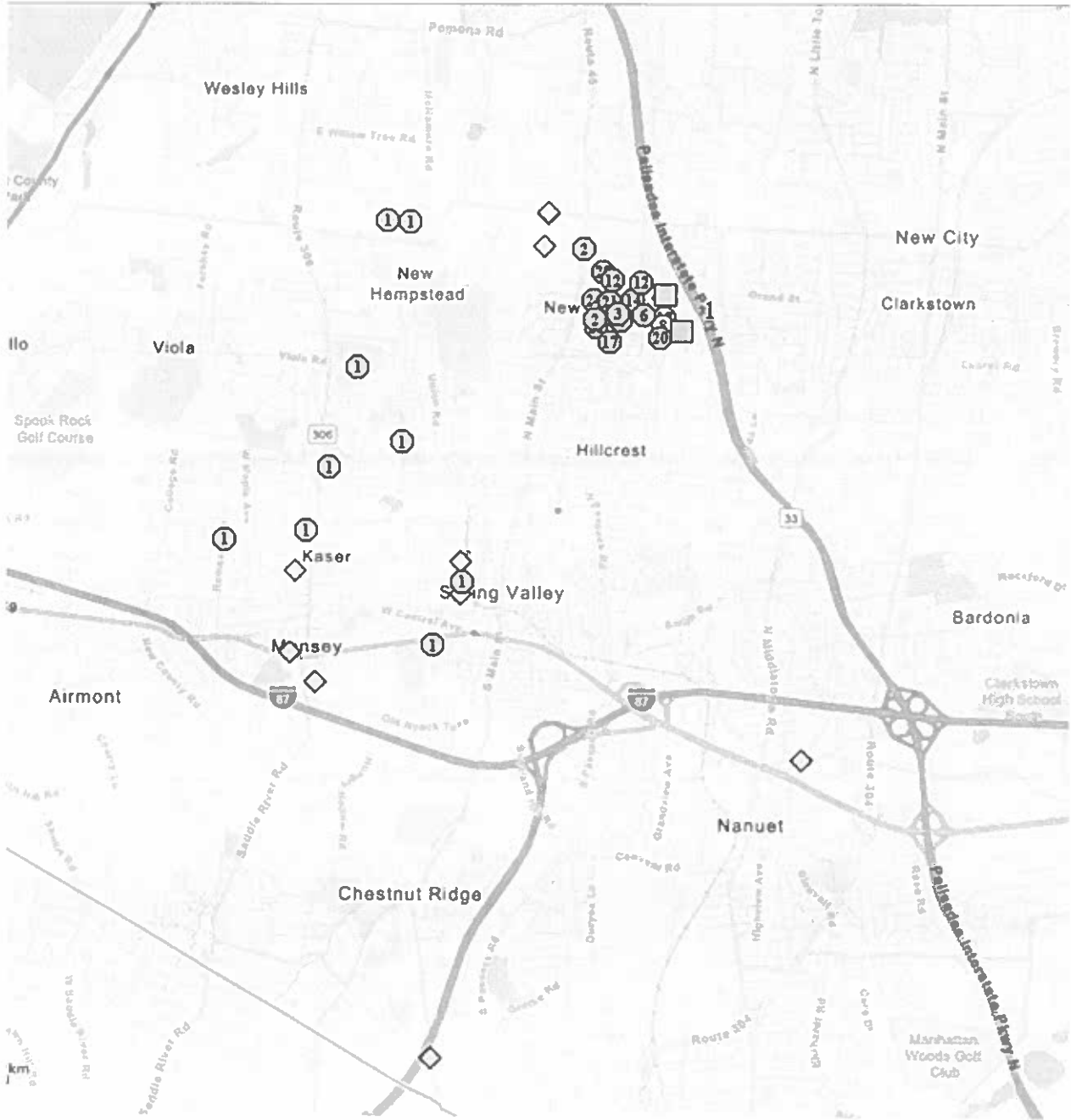
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Avir Yakov Hillcrest



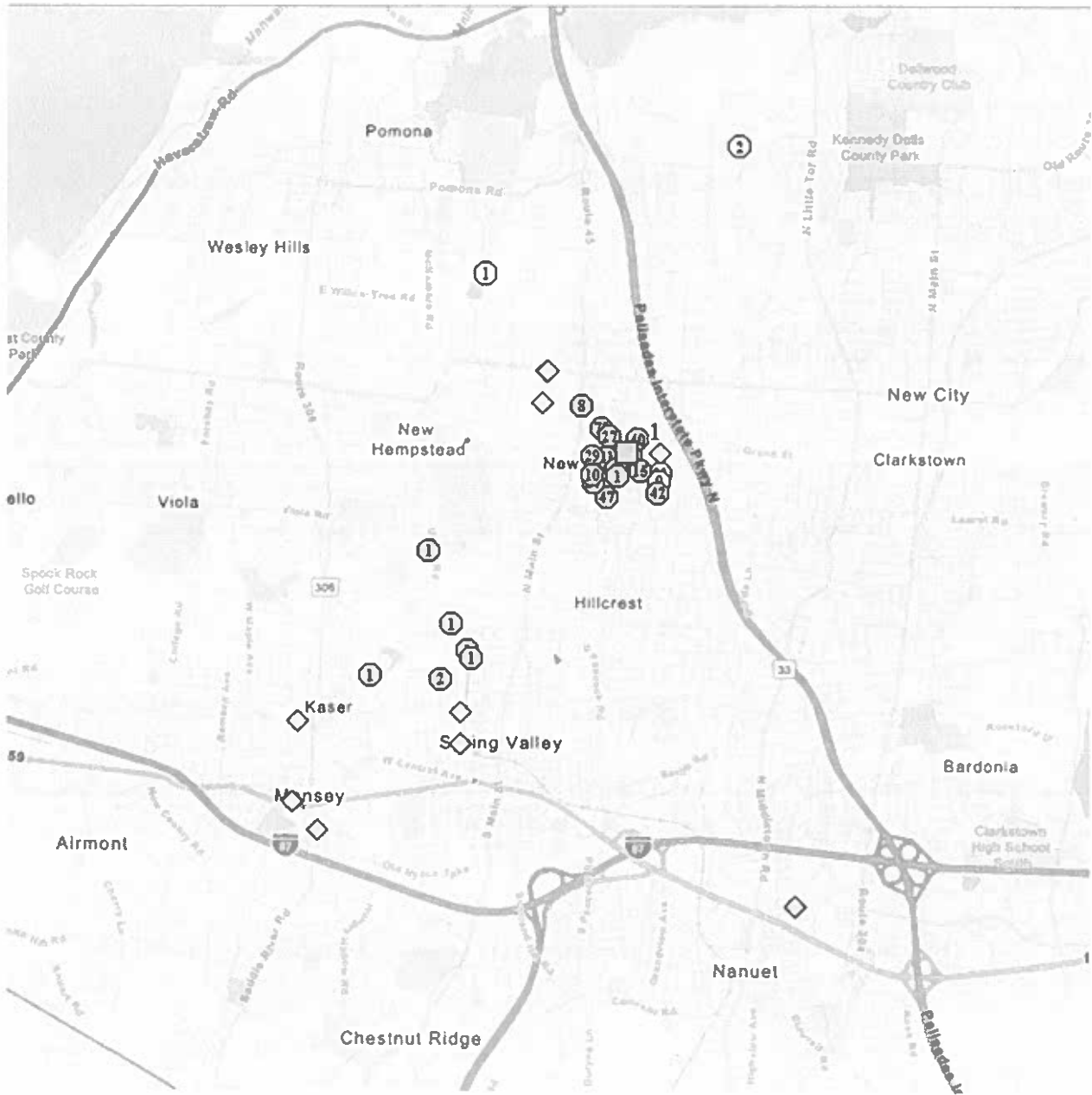
EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Yakov Middle School



EAST RAMAPO CENTRAL SCHOOL DISTRICT
BID NUMBER RFB-ER-36-26

School: Yeshiva Avir Yakov Girls



Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(f)-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	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a 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 8

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 Gifts to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
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)) ⁴	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ⁵	The trust

¹List 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.

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

³You 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.

⁴List 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.)

⁵Note: 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.