

**HOBOKEN BOARD OF EDUCATION  
524 PARK AVENUE, HOBOKEN, NEW JERSEY 07030**

## **BID: ATHLETIC EQUIPMENT (FALL 2021)**

BID DOCUMENTS:  
ATHLETIC EQUIPMENT (FALL SEASON, 2021)

Bid Opening Date: 19 May 2021



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## 1.0 **BID NOTICE**

HOBOKEN BOARD OF EDUCATION  
524 PARK AVENUE, HOBOKEN, NJ 07030

### **REQUEST FOR BID ATHLETIC EQUIPMENT**

PLEASE TAKE NOTICE, the Hoboken Board of Education ("Board") is soliciting sealed bids for contract to supply athletic equipment to the Hoboken School District.

Bids shall be received by the Purchasing Agent of the Board, or her designee, on **Wednesday, May 19, 2021 at 10:30 a.m.**, prevailing time at 524 Park Avenue, Hoboken, New Jersey 07030. Due to the ongoing COVID-19 pandemic and social distancing requirements, the bid opening will take place **virtually**. All interested parties are invited to participate in the opening, which will take place via a live Zoom meeting. Meeting details will be posted 48 hours prior to the scheduled opening on the district's website at:

[http://www.hobokenschools.org/central\\_office/business\\_office/rfp\\_rfq\\_rfb](http://www.hobokenschools.org/central_office/business_office/rfp_rfq_rfb)

All bids must be on the forms obtained from the Board. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the words: **"Sealed Bid - ATHLETIC EQUIPMENT"**. The envelope must be addressed to "Joyce A. Goode, School Business Administrator" at the address listed above, and may be delivered by hand, overnight courier or mail and must contain an original and three (3) copies of the bidder's response. The envelope must be received by the Board by the date and time set forth above. No late bids will be accepted.

Bid Documents will be available on the Board's website at:

[http://www.hoboken.k12.nj.us/central\\_office/business\\_office/rfp\\_rfq\\_rfb](http://www.hoboken.k12.nj.us/central_office/business_office/rfp_rfq_rfb)

Bid documents may also be inspected at the Board's Headquarters, 524 Park Avenue, Hoboken, New Jersey 07030, telephone (201) 356-3610 during business hours, 8:30 a.m. to 3:00 p.m.

The Hoboken Board of Education reserves the unqualified right to reject any and all bids or any part thereof, to waive any informality in the bids, and to award the bid to a responsible and responsive bidder. No bid may be withdrawn for a period of (60) days from the date set for the opening of bids as set forth above.

By order of the Hoboken Board of Education

/s/ Joyce A. Goode

JOYCE A. GOODE,  
SCHOOL BUSINESS ADMINISTRATOR/  
BOARD SECRETARY

**Dated: April 26, 2021**

\*\*\*END OF ADVERTISEMENT\*\*\*

## DEFINITIONS

- 2.0** "ATTORNEY" or "GENERAL COUNSEL" means the Board's attorney, Vito A. Gagliardi, Esq.
- 2.1** "BOARD" means the Hoboken Board of Education.
- 2.2** "CONTRACT" means the written agreement executed by and between the Contractor and the Board, as amended, changed or modified, and shall include all Bid Documents.
- 2.3** "CONTRACT ADMINISTRATOR" means the School Business Administrator or his designee.
- 2.4** "CONTRACTOR" means the contractor(s) the Board selects to perform the services required by the Bid Documents and the bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 18A:18A-1, et seq.
- 2.5** "LEGAL NEWSPAPER", for purposes of these Bid Documents, means the JERSEY JOURNAL.
- 2.6** "BID DOCUMENTS" means all documents requesting bid proposals including the Bid Notice, Definitions, Instructions to Bidders, Specifications, Bid Checklist, Bid Proposal Form, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility, Statement of Ownership of Corporation or Partnership, addenda (if any), all documents submitted by the bidder, and the Contract.

### **3.0 INSTRUCTIONS TO BIDDERS**

#### **3.1 THE BID**

- 3.1 The Board is soliciting bids from contractors interested in providing athletic equipment for its various schools, departments, and recreational activities.

#### **3.2 BID OPENING**

All Bids will be publicly opened and each Bid Proposal Form shall be read aloud by the School Business Administrator, or her designee, as set forth in the official bid advertisement.

#### **3.3 BIDS TO REMAIN OPEN**

All Bids shall remain open for sixty (60) days from the date when Bids are opened, but the Board may, upon written request for cause, in its sole discretion, release and authorize withdrawal of any Bid and return the Bid Security prior to that date.

#### **3.4 BID PROPOSAL FORM**

- 3.4.1 On the Bid Form, the bidder must state the prices and rates offered, written or typed in ink, in words (if applicable) and numbers next to each item of equipment sought by the Board.
- 3.4.2 The contract will be awarded to the bidder whose bid response is most advantageous, price and other factors considered.
- 3.4.3 If the amount shown in words and its equivalent in figures in the Bid Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.
- 3.4.4 Each bidder shall acknowledge receipt of addenda on the Bid Proposal Form, if applicable.
- 3.4.5 Bidders shall provide a bid for each item, unit price, and alternate bid, if any, requested on the Bid Proposal Form.
- 3.4.6 Each bidder shall sign the documents to be submitted, where applicable, as follows:
1. For a corporation, by an authorized principal executive officer;

2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. By a duly authorized representative.

### **3.5 EXCEPTIONS TO THE BID DOCUMENTS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

### **3.6 EXAMINATION OF CONTRACT DOCUMENTS**

- 3.6.1 Prior to submitting a bid, the bidder shall, and by submitting a bid, the bidder represents and warrants that it has:
- 3.6.2 Carefully examined the Bid Documents and addenda, if any;
- 3.6.3 Requested such information from the Board, fully acquainted and familiarized itself with the character of the services and goods to be provided under the proposed Contract, and made such investigation as Bidder determines necessary so that the bidder fully understands the goods and services required under the Contract;
- 3.6.4 Brought to the attention of the Board any variations in the Bid Documents and the actual needs or characteristics of the Board that would affect the bid. The variations shall be reported in accordance with **Sections 3.7** and **3.8** below.
- 3.6.5 Should the bidder observe that any of the Bid Documents are at variance with applicable laws, statutes, or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Bid Documents, the bidder shall promptly notify the Board in writing in accordance with **Sections 3.7** and **3.8** below.

### **3.7 INTERPRETATION/ADDENDA**

- 3.7.1 No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Bid Documents. A request for an interpretation or clarification shall be made in writing via email to the Business Administrator, Joyce A. Goode at [joyce.goode@hoboken.k12.nj.us](mailto:joyce.goode@hoboken.k12.nj.us). The request shall be made at least five (5) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Bid Documents, and notice will be provided by facsimile or e-mail to all

potential bidders on record with the Board as having received the Bid Documents. **All addenda issued become part of the Bid Documents.**

- 3.7.2 Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder from any obligation.

### **3.8 OBJECTIONS TO CONTRACT DOCUMENTS**

All potential bidders are advised to examine the Bid Documents carefully. Any potential bidder who wishes to challenge the Bid Documents shall file such challenge in writing no less than three (3) business days prior to the opening of the Bid. Challenges filed after that time shall be considered void and having no impact on the Board or the award of a Contract. N.J.S.A. 18A:18A-15.

### **3.9 INTERESTS OF CERTAIN PERSONS PROHIBITED**

No employee, elected or appointed officer or official of the Board, or member of the immediate family of any such person, may bid on this Contract or have a financial interest in the Contract.

### **3.10 COLLUSIVE AGREEMENTS**

Each Bidder shall execute and submit with his Bid an Affidavit of Non-Collusion in the form provided herein to the affect that he has not in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person (1) to submit a collusion or sham Bid in connection with the Contract; (2) to refrain from bidding on this Contract; (3) to fix the price or prices of the Bid or any portion thereof including overhead, profit and other cost elements; or (4) to secure any advantage against the Board or any other person interested in the proposed Contract. This form is provided as part of the Bidding Documents

### **3.11 INTERESTED PARTIES**

No administrator, as defined in the School Ethics Act, or Board Member, or member of the immediate family of any such person, may bid on this contract or have a financial interest in the contract.

### **3.12 INSURANCE REQUIREMENTS**

- 3.12.1 The contractor shall be required to purchase and maintain in full force and effect during the term of the Contract insurance coverages with limits of

not less than the following:

- 3.12.2 Commercial general liability coverage with a minimum of \$500,000.00 per occurrence, and \$1,000,000.00 in the aggregate.
- 3.12.3 Comprehensive automobile liability insurance coverage with \$1,000,000 combined single limit.
- 3.12.4 Worker's compensation coverage with limits in accordance with New Jersey Statutes.
- 3.12.5 The policies shall list the "Hoboken Board of Education" as an additional insured on the commercial general liability and automobile liability.
- 3.12.6 Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without a minimum thirty (30) days prior written notice to the Board. In the event of cancellation due to non-payment of premiums, said notice shall be at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until the final contract payment.
- 3.12.7 Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Board. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
- 3.12.8 In the event the Contractor is permitted to utilize any subcontractor, the Contractor shall require the subcontractor's insurance coverage to be at least equal to the minimum requirements set forth above, including the provisions regarding the additional insured and the policies providing primary coverage. In the alternative, the Contractor may insure the activities of its subcontractors under its own policies. The Contractor is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.
- 3.12.9 The Contractor's insurance carrier(s) shall also provide an endorsement insuring, accepting, and including the indemnification section set forth below.
- 3.12.10 The evidence of insurance requirements must be in a form satisfactory to the Board. Accord certificates of insurance liability will be unsatisfactory. Endorsements and declaration sheets issued by an insurance carrier will



be satisfactory

- 3.12.11 The insurance carrier(s) shall be approved to conduct insurance business in New Jersey with an A.M. Best rating of A or better, and shall be subject to approval by the Board.
- 3.12.12 The Contractor shall also provide the Board with declaration sheets and endorsements, and such other documents as requested by the Board, evidencing the insurance coverage provided for herein.

### **3.13 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Board, and its Trustees, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party" ) from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorney's fees, which in any way arise out of or result from the Contract, any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or nonperformance of Services or other obligations under the Contract or in the use or occupancy of any facilities or equipment provided by the Indemnified parties, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Board or Indemnified Parties), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes, and ordinances (including, but not limited to, property owned, leased or under the control of the Board), and liability or obligations under with respect to any violation of federal, state, and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to negligence (whether active, passive, or otherwise).

### **3.14 AFFIRMATIVE ACTION REQUIREMENTS**

The successful contractor agrees to comply with the requirements of N.J.S.A. 10:5-31, *et seq.* and N.J.A.C. 17:27 *et seq.* The mandatory language and terms set forth and required by N.J.A.C. 17:27 *et seq.* are reprinted as part of the Contract, the form of which is attached hereto as Schedule 7,

and made a part hereof by reference. Prior to the execution of the Contract, the successful Contractor will submit (1) evidence that the Contractor is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA- 302).

### **3.15 AMERICANS WITH DISABILITIES ACT OF 1990**

The successful Bidder agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereunto, are made part of the Contract Documents. The mandatory language and terms of the Act are reprinted as part of the Contract, and made a part hereof by reference.

### **3.16 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

The Bidder and its Subcontractors shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c.57). The Bidder shall submit a copy of its business registration certificate with its Bid. The business registration certificate must reflect the name of the taxpayer as well as a trade name, if applicable. The taxpayer and/or trade name reflected on the business registration certificate must match the name of the Bidder submitting its response herein. In the event there is a discrepancy between the name(s) reflected on the business registration certificate and the name of the Bidder submitting its response, the Board reserves the right to reject the Bid. Absent explanation and documentation showing that the Bidder and the taxpayer and/or trade name reflected on the business registration certificate are the same individual or entity, the Board may reject the Bid as non-compliant with the Bid Documents.

A Bidder or Subcontractor that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

The mandatory language and terms of the Business Registration Law are reprinted as part of the Contract, and made part hereof by reference. For

information on the Business Registration Law go to:  
<http://www.state.nj.us/dca/lgs/lpcl/index.shtml#BusinessRegistration>

### **3.17 REJECTION OF BIDS**

The Board shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents or reject a Bid that is in any way incomplete or irregular or in any other manner not in compliance with the Bidding Documents.

### **3.18 STOCKHOLDER DISCLOSURE**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. The Form of Statement of Ownership of Corporation or Partnership is attached hereto.

Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

### **3.19 POLITICAL CONTRIBUTION DISCLOSURE STATEMENT-PAY TO PLAY**

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the Contractor receives contracts in the aggregate in excess of \$50,000 from public entities in a calendar year. It is the Contractor's

responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **3.20 POLITICAL CONTRIBUTION/AWARD OF CONTRACT**

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

#### Award of Contract – REPORTABLE CONTRIBUTIONS – N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period."

#### Contributions During Term of Contract – PROHIBITED – N.J.A.C. 6A:23A-6.3 (a) (2-3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.I(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

#### Chapter 271 Political Contribution Disclosure Form – REQUIRED – N.J.A.C. 6A:23A-6.3 (a) (4)

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

**The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal or no later than ten (10) days prior to the award of contract. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.**

## **4.0 SPECIFICATIONS**

### **4.1 TERM AND OPTION TO RENEW**

- 4.1.1 This Contract shall be for a term of one (1) year, beginning September 1, 2021, and ending June 30, 2022.
- 4.1.2 Upon mutual agreement of the Board and the successful bidder, at the conclusion of the term of the Contract, the Contract may be extended for one (1) two-year extension, or two (2) one-year extensions in accordance with the requirements and limitations set forth in N.J.S.A. 18A:18A-42. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

### **4.2 SCOPE OF SERVICES**

- 4.2.1 Bidders shall provide a unit price for each item listed on the Bid Proposal Form attached herewith. Failure of the bidder to provide a unit price for each item listed on the Bid Proposal Form shall result in the rejection of the bid.
- 4.2.2 If Contractor bids a substitution, a specification sheet must be provided with the bid.
- 4.2.3 All prices set forth on the Bid Form shall remain good until June 30, 2022.

### **4.3 EXPERIENCE**

Contractor or its key personnel should have at least five (5) years of experience in providing the type of services and goods required by the Bid Documents. The bidder should prepare and submit with its bid a summary of its qualifications and experience, including a list of references.

### **4.4 PAYMENTS**

- 4.4.1 Payments to the successful bidder will be made in accordance with the rates/prices the bidder sets forth in the Bid Proposal Form, attached herewith **as Schedule 2.**
- 4.4.2 The successful bidder shall comply with the Board's standard payment procedures as well as the payment requirements set forth in the Contract.

- 4.4.3 Before any payments are made to the successful bidder, the parts, materials, supplies, equipment and services are subject to inspection and approval by the Board's personnel and agents.
- 4.4.4 Payments to the successful bidder shall be made only upon the submission and approval of properly completed certifications for payment, purchase orders, vouchers, invoices and bills.
- 4.4.5 Requests for payment shall be submitted to the Contract Administrator.
- 4.4.6 The Board reserves the right to demand as much detail, information or documents as it deems necessary prior to payment.
- 4.4.7 If the successful bidder fails to perform in accordance with the Bid Documents, the Board may deduct or retain from monies due, or which may become due to the successful bidder, such sum sufficient to pay the difference between the price(s) on which the award is made, and the price(s) which the Board may or shall be obliged to pay to procure such labor, materials, supplies, Services and work from other parties.
- 4.4.8 The Board is tax exempt. Therefore, no taxes shall be included on requests for payment.
- 4.4.9 All bills submitted by the Contractor will be voted on at the Board's next regularly scheduled public meeting following the submission of said bills, provided said bills are submitted more than ten (10) days preceding the meeting.
- 4.4.10 Should it be determined by the Board at said meeting that the Contractor has not performed in accordance with the Contract, notice relating to same shall be issued to the Contractor within the twenty (20) days following said meeting, pursuant to N.J.S.A. 2A:30A-2.
- 4.4.11 "Payment Cycle" as used in this section shall mean the period of time between the date of the meeting at which action is taken with regard to the Contractor's bills, when submitted in accordance with this section, and the date of the next regularly scheduled Board meeting.
- 4.4.12 Pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution.

#### **4.5 SUBCONTRACTORS**

The successful bidder shall not be permitted to subcontract any portion of the Services, except upon the written consent of the Board.

#### **4.6 TELEPHONE FACILITIES AND EQUIPMENT**

4.6.1 The Contractor shall maintain telephone service during Regular Business Days, and telephone or some reliable alternative communication system (i.e. cell phone) during non-Regular Business Days and hours, to enable the Board to contact the Contractor immediately, if necessary.

4.6.2 The Contractor's telephone, fax, cell phone, and emergency contact numbers should be set forth on the Bid Proposal Form.



**FORM OF CONTRACT**

CONTRACT

This Contract is entered effective \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and between the Hoboken Board of Education, a body corporate of the State of New Jersey, with offices located at 524 Park Avenue, Hoboken, New Jersey 07030 (the "Board"), and \_\_\_\_\_ with offices located at \_\_\_\_\_ ("Contractor").

In consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

**1.0 DOCUMENTS FORMING THE CONTRACT**

The Contract Documents consist of this Agreement and other documents listed and/or referenced in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated therein. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**2.0 SCOPE OF SERVICES AND CONTRACT SUM**

**2.1** Contractor shall furnish, provide and supply all materials, labor, and services necessary to provide the goods set forth in **Exhibit** \_\_\_\_\_ attached herewith.

**2.2** The Board shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$\_\_\_\_\_ for the provision of athletic equipment as set forth in the Bid Documents.

**3.0 CONTRACT TERM**

**3.1** This Contract shall be for a term of one (1) year, beginning September 1, 2021, and ending June 30, 2022.

**3.2** Upon mutual agreement of the Board and the successful bidder, at the conclusion of the term of the Contract, the Contract may be extended for one (1) two-year extension, or two (2) one-year extensions in accordance with the requirements and limitations set forth in N.J.S.A. 18A:18A-42. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

**4.1 PAYMENTS**

- 4.2** Payments to the successful bidder will be made in accordance with the rates/prices the bidder sets forth in the Bid Proposal Form.
- 4.3** The successful bidder shall comply with the Board's standard payment procedures as well as the payment requirements set forth in the Contract.
- 4.4** Before any payments are made to the successful bidder, the goods, materials, supplies and services are subject to inspection and approval by the Board's personnel and agents.
- 4.5** Payments to the successful bidder will be made only upon the submission and approval of properly completed certifications for payment, purchase orders, vouchers, invoices and bills.
- 4.6** Requests for payment shall be submitted to the Contract Administrator.
- 4.7** The Board reserves the right to demand as much detail, information or documents as it deems necessary prior to payment.
- 4.8** If the successful bidder fails to perform in accordance with the Bid Documents, the Board may deduct or retain from monies due, or which may become due to the successful bidder, such sum sufficient to pay the difference between the price(s) on which the award is made, and the price(s) which the Board may or shall be obliged to pay to procure such labor, materials, supplies, services and work from other parties.
- 4.9** The Board is tax exempt. Therefore, no taxes shall be included on requests for payment.
- 4.10** All bills submitted by the Contractor will be voted on at the Board's next regularly scheduled public meeting following the submission of said bills, provided said bills are submitted more than ten (10) days preceding the meeting.
- 4.11** Should it be determined by the Board at said meeting that the Contractor has performed in accordance with the Contract, said bills will be paid within the subsequent payment cycle.
- 4.12** Should it be determined by the Board at said meeting that the Contractor has not performed in accordance with the Contract, notice relating to same shall be issued to the Contractor within the twenty (20) days following said meeting, pursuant to N.J.S.A. 2A:30A-2.
- 4.13** "Payment Cycle" as used in this section shall mean the period of time between the date of the meeting at which action is taken with regard to the Contractor's bills, when submitted in accordance with this section, and the date of the next regularly scheduled Board meeting.

- 4.14** To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required, pursuant to N.J.S.A. 2A:30A-2, may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the award process or to the formation of contracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.
- 4.15** No interest shall run on any payments due from the Board.

**5.0 CONTRACT ADMINISTRATOR**

- 5.1** The Contract Administrator means the Board's School Business Administrator or her designee or successor. The Contract Administrator shall:
- 5.2** Determine the standard of goods and services to be provided in accordance with the Contract.
- 5.3** Answer all questions related to the goods and services that must be provided pursuant to the Contract; and
- 5.4** Make all determinations regarding interpretation of the Contract which shall be binding upon Contractor.

**6.0 MANDATORY BUSINESS REGISTRATION LANGUAGE**

The Bidder and its Subcontractors shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c.57). The Bidder shall submit a copy of its business registration certificate with its Bid. The business registration certificate must reflect the name of the taxpayer as well as a trade name, if applicable. The taxpayer and/or trade name reflected on the business registration certificate must match the name of the Bidder submitting its response herein. In the event there is a discrepancy between the name(s) reflected on the business registration certificate and the name of the Bidder submitting its response, the Board reserves the right to reject the Bid. Absent explanation and documentation showing that the Bidder and the taxpayer and/or trade name reflected on the business registration certificate are the same individual or entity, the Board may reject the Bid as non-compliant with the Bid Documents.

A Bidder or Subcontractor that fails to provide a copy of a business registration as required pursuant to section I of P.L.2001, c.134 (C.52:32-44 et\_al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

- 6.1** The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down throughout the life of the contract.
- 6.2** Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**7.0 DEFAULT OF THE CONTRACT BY CONTRACTOR**

- 7.1** It shall be a default of the Contract, and the Board may, upon notice as set forth below, terminate the Contract, in whole or in part, upon the occurrence of any one or more of the following events:
  - 7.1.1 Contractor fails to commence work or services within the time specified in the Contract;
  - 7.1.2 Contractor fails to supply sufficient skilled and licensed workmen or suitable parts, equipment or tools to perform the work or services in accordance with the Contract;
  - 7.1.3 Contractor fails to fully and properly, in a good and workmanlike manner, and in accordance with all laws, regulations, codes and ordinances, perform its obligations in accordance with the Contract;
  - 7.1.4 Contractor discontinues or abandons, in whole or in part, the performance of the work or services in accordance with the Contract;
  - 7.1.5 Contractor fails to make prompt payments to suppliers;
  - 7.1.6 Contractor becomes insolvent, is adjudged bankrupt, or commits any act of bankruptcy or insolvency, including the voluntary filing of a petition for bankruptcy protection, or in the event an involuntary petition for bankruptcy is filed against the Contractor, the involuntary petition is not discharged within 90 days.
  - 7.1.7 If a trustee or receiver is appointed for the Contractor or any of the Contractor's property;
  - 7.1.8 Contractor allows any final judgment to stand against it unsatisfied for a period of 10 days;
  - 7.1.9 Contractor makes an assignment for the benefit of creditors;
  - 7.1.10 Contractor fails to comply with any reasonable directive of the Contract Administrator, which directive is reasonably issued in accordance with the Contract.
  - 7.1.11 Contractor fails to comply in any way with any of the terms and obligations set forth in this Contract.

**8.0 NOTICE & TERMINATION BY BOARD**

- 8.1** When any of the above defaults exist, the Board may without prejudice to any other rights or remedies of the Board and after giving the Contractor and the Contractor's surety, if any, three (3) days written notice, terminate the Contract.
- 8.2** If the Contractor abandons the work, the Board shall be under no obligation whatsoever to give notice prior to terminating the Contract.
- 8.3** Notwithstanding any provision to the contrary in the Quotation Documents or this Contract, the Board, acting by the Contract Administrator or his designee, may terminate this Contract at any time without cause, or for the Board's convenience (and no cause need be stated) by giving thirty (30) days written notice to the Contractor, in which event the Board's sole obligation shall be to compensate the Contractor for work actually and satisfactorily performed and expenses incurred up to the date of termination.
- 8.4** In the event the Board terminates the Contract for cause, and it is determined that no such cause existed, the termination shall be deemed to be for the convenience of the Board.

**9.0 DEFAULT OF THE CONTRACT BY THE BOARD**

- 9.1** It shall be a default of the Contract, and the Contractor may, upon notice as set forth below, terminate the Contract, in whole or in part, upon the occurrence of any one or more of the following events:
- 9.1.1** If the possibility of services under the Contract is stopped for a period in excess of 60 consecutive days through no fault of the Contractor, its subcontractor, sub-subcontractors, agents or employees;
- 9.1.2** If payments due and owing from the Board are more than 90 days past due; and
- 9.1.3** If the Board fails to furnish to the Contractor with reasonable promptness, upon Contractor's request, information, documents, or cooperation the Contractor requires to perform the services or work required by the Contract.

**10.0 NOTICE AND TERMINATION BY CONTRACTOR**

When any of the above reasons exist, the Contractor may without prejudice to any other rights or remedies it may have and after giving the Board thirty (30) days written notice, terminate the Contract.

**11.0 REMEDIES**

- 11.1** Liquidated Damages. The parties recognize that in many instances when there is a default or breach of the Contract by the Contractor, the actual damages incurred by the Board will be difficult or impossible to determine. Accordingly, the Contractor shall pay to the Board as liquidated damages and not as a penalty, \$500.00 per day if the Contractor fails to satisfactorily perform its obligations under the Contract in a timely manner.
- 11.2** Payment of Liquidated Damages Shall Not Constitute a Defense. The assessment, withholding or payment of any liquidated damages shall not constitute a defense to Contractor, nor an election of remedies by the Board, nor an estoppel against the Board, nor prevent the Board from terminating the Contract for default thereof.
- 11.3** Board's Right to Carry Out and Complete the Contract. If the Contractor defaults and fails within a three (3) day period (6 hour period in the case of emergency service) after receipt of written notice from the Board to commence and continue correction of default with diligence and promptness, the Board may, without prejudice to other remedies it may have, take all actions it determines necessary to correct such default, including hiring other contractors. The Board may deduct from payments due or thereafter due to the Contractor the cost of correcting the default, including the Board's expenses and compensation for professional services made necessary by such default. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Board.
- 11.4** Cumulative Remedies. No remedy provided within the terms of the Contract shall be deemed to preclude the Board from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

**12.0 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold the Board and its Trustees, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorney's fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or nonperformance of services or other obligations under the Contract or in the use or occupancy of any facilities or equipment provided by the Board, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Board), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless

of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, its officers, directors, employees or agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation laws, disability benefit laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of the Contract.

### 13.0 **INSURANCE**

13.1 The contractor shall be required to purchase and maintain in full force and effect during the entire term of the contract, insurance coverage with limits of not less than the following:

- 13.1.1 Commercial general liability coverage with a minimum of \$500,000 per occurrence and \$1,000,000 in the aggregate.
- 13.1.2 Workers' compensation coverage with limits in accordance with New Jersey Statutes.
- 13.1.3 Employers liability insurance limits shall be bodily injury by accident of \$1,000,000 each accident, bodily injury by disease \$1,000,000 each employee, bodily injury by disease \$1,000,000 policy limit.
- 13.1.4 The policies shall list the Hoboken Board of Education as an additional insured on the commercial general liability.
- 13.1.5 Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without a minimum thirty (30) days prior written notice to the Board. In the event of cancellation due to non-payment of premiums, said notice shall be at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until the final contract payment.
- 13.1.6 Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any rights to subrogation against the Board. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
- 13.1.7 The insurance carrier(s) shall be approved to conduct insurance business in the State of New Jersey with an AM. Best rating of A or better, and shall be subject to approval by the Board.
- 13.1.8 The contractor shall provide the Board with declaration sheets and endorsements, and such other documents as requested by the Board

- evidencing the insurance coverage provided for herein.
- 13.1.9 In the event the Contractor is permitted to utilize any subcontractor, the Contractor shall require the subcontractor's insurance coverage to be at least equal to the minimum requirements and terms and conditions set forth above, including the provisions regarding the Board being listed as an additional insured and the policies providing primary coverage. In the alternative, the Contractor may insure the activities of its subcontractors under its own policies. The Contractor is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

**14.0 INDEPENDENT CONTRACTOR**

Contractor's relationship to the Board shall at all times be that of an independent contractor. The method and manner in which Contractor's services hereunder shall be performed shall be determined by Contractor, in its sole discretion, and the Board will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with the Contract. Said employees shall at all times be under Contractor's exclusive direction and control. Nothing in this Contract shall be construed to designate Contractor, or any of its employees, as employees or agents of the Board.

**15.0 NOTICE**

- 15.1 Any notice, request or other communication to either party by the other concerning the terms and conditions of this Contract, shall be in writing and shall be deemed given when said notice is both mailed by certified mail and telecopied to the address and facsimile numbers as follows:

If to CONTRACTOR:

---

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---

---

(Facsimile No:)

---

If to BOARD:

---

Ms. Joyce A. Goode, Business Administrator

---

Hoboken Board of Education

---

524 Park Avenue

---

Hoboken, NJ 07030

---

(Facsimile No:)

---

(201) 356-3642

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With a simultaneous Copy to:

\_\_\_\_\_  
Mr. Vito A. Galiardi, Esq.  
\_\_\_\_\_  
Porzio, Bromberg & Newman, P.C.  
\_\_\_\_\_  
100 Southgate Parkway, P.O. Box 1997  
\_\_\_\_\_  
Morristown, NJ 07962-1997

(Facsimile No:)

\_\_\_\_\_  
(973) 538-5146

The person, place and facsimile number to which notices are to be sent to either party may be changed from time to time by notice given in accordance with the provisions of this Section.

## **16.0 TAXES, UNEMPLOYMENT INSURANCE AND RELATED ITEMS**

**16.1** Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for an unemployment insurance, medical and old age retirement benefits, social security, pensions, and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Contract or in any way connected therewith; and Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters and Contractor shall reimburse, indemnify and defend the Board for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the Board may be required to pay same or any part thereof.

## **17.0 SUBCONTRACTORS**

The Contractor shall not be permitted to subcontract any portion of the services except upon the written consent of the Board. If the successful bidder is permitted to subcontract a portion of the services, the successful bidder is obligated to ensure the subcontractor(s) comply with and are bound by the terms and conditions of the Bid Documents. It shall be in the Board's sole discretion whether to consent to any subcontractors.

## **18.0 COMPLIANCE WITH LAWS, REGULATIONS AND INDUSTRY STANDARDS**

The Contractor shall perform the services in accordance with generally accepted industry standards and practices, in a reasonably good and workmanlike manner, and in a diligent and uninterrupted manner. Contractor shall also perform and complete all services in accordance with all applicable State and Federal Statutes, rules, regulations, codes and ordinances.

**19.0 REPORTING TO STATE**

Pursuant to N.J.S.A. 18A-15, for every contract for public work, the entire cost of which exceeds \$20,000.00, the Board shall upon completion of the Contract, report to the applicable State department as to the Contractor's performance, and shall also furnish such report from time to time during performance if the Contractor is then in default.

**20.0 TELEPHONE FACILITIES AND EQUIPMENT**

**20.1** The Contractor shall maintain telephone service during Regular Business Days, and telephone or some reliable alternative communication system (i.e. beeper or cell phone) during non-Regular Business Days and hours, to enable the Board to contact the Contractor immediately if necessary.

**20.2** The Contractor's telephone, fax, cell phone, beeper and emergency contact numbers should be provided to the Contract Administrator.

**21.0 ASSIGNMENT OF CONTRACT**

**21.1** Contractor shall not assign, transfer, convey or in any other manner dispose of this contract or its obligations hereunder, nor shall it in any manner dispose of its right, title or interest in or to the Contract or any part thereof, or assign by Power of Attorney or other instrument any of the monies due or to become due under this Contract, unless the Board consents by Resolution.

**22.0 STATUTORILY REQUIRED LANGUAGE AND TERMS****22.1 Affirmative Action Requirements.**

During the performance of this contract, the Contractor agrees to comply with the language set forth in **Exhibit "A"** attached herewith.

**22.2 Americans with Disabilities Act of 1990**

The Contractor and the Board do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. Section 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Board pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Board in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save

harmless the Board, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Board Grievance procedure, the Contractor agrees to abide by any decision of the Board which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Board or if the Board incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

## **23.0 GENERAL**

**23.1** Modifications. This Contract or any part thereof may not be modified, except by written change order or modification, duly authorized and executed by the parties.

**23.2** No Waiver. No omissions or delay by either party to this Contract at any time to enforce any right or remedy reserved to it, or to require performance at any of the terms of this Contract, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter. Neither the making of any payments by the Board nor occupancy or use of the project sites by the Board shall constitute a waiver of any of the Board's rights or claims, or acceptance of any services of work not done in accordance with the Contracts.

**23.3** Applicable Law. This Contract shall be governed by and construed in accordance with

the laws of the State of New Jersey.

**23.4** Severability. If any provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity of all other provisions shall in no way be affected thereby.

**23.5** Force Majeure. In the event that performance by either party of any of its obligations or undertakings under this Contract shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party, whether such occurrence be an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.

**23.6** Execution in Counterparts. This Contract may be signed in separate counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed by their duly authorized officials.

**CONTRACTOR:**

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

\_\_\_\_\_  
(Print)

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

**WITNESS:**

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

\_\_\_\_\_  
(Print)

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

**HOBOKEN BOARD OF EDUCATION:**

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

\_\_\_\_\_  
(Print)

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

**WITNESS:**

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

\_\_\_\_\_  
(Print)

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

# BID FORMS & SPECIFIED ITEM LIST

## **BID PROPOSAL CHECKLIST**

Bidder should check and initial each item indicating that the document has been submitted;

### **Initial**

1. ☐ \_\_\_\_\_ Bid Proposal Form
2. ☐ \_\_\_\_\_ Bid Item List
3. ☐ \_\_\_\_\_ Acknowledgment of Receipt of Addenda
4. ☐ \_\_\_\_\_ Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility
5. ☐ \_\_\_\_\_ Affidavit of Non-Collusion
6. ☐ \_\_\_\_\_ Political Contribution Disclosure Form (Chapter 271)
7. ☐ \_\_\_\_\_ Statement of Ownership Disclosure
8. ☐ \_\_\_\_\_ Affirmative Action Questionnaire and Exhibit A
9. ☐ \_\_\_\_\_ Nuclear-Free Hoboken Ordinance
10. ☐ \_\_\_\_\_ Disclosure of Investment Activities in Iran
11. ☐ \_\_\_\_\_ Request for Taxpayer Identification Number and Certification, Form W-9
12. ☐ \_\_\_\_\_ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(l)(b) (P.L. 2004, c.57)

\_\_\_\_\_ (seal) (Contractor)

BY:

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

## **BID PROPOSAL FORM**

Bid for Athletic Equipment

TO: Hoboken Board of Education

FROM:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Cellular Number)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Website)

The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed in the Bid Proposal Form. The bidder represents that it has read and understands the Bid Documents and that it has duly considered all information contained therein in the course of submitting its bid.

Moreover, submission of this bid serves as the bidder's representation that, if awarded the contract, it will not make any claims for or have any right to any concessions or damages because of lack of understanding of the Bid Documents or lack of information concerning same.

1. **SPECIFIED LIST ITEMS:** The Bidder is to set forth the unit price for each item listed and attached herewith.
2. **CATALOG OR PRICE LIST DISCOUNT ITEMS:** The items in this bid document are representative of items needed for the Hoboken Board of Education's athletics programs. The Bidder shall offer athletic equipment and supplies catalog and/or price list with a broad range of products in the athletic/sports category.

Bidder shall provide paper and/or an electronic on-line catalog for order entry use by and suitable for the Board's needs. Catalogs shall be provided at no charge to the Board. In the event a new catalog is issued during the contract period, catalogs must be provided in a timely manner. The catalog shall have a cover label indicating that the catalog's contents are available through the Bidder. The label shall identify the Bidder's contact information, discount level(s) and any special ordering instructions.

Bidder must submit one (1) sample catalog and/or one (1) price list with the bid for evaluation.

New products may be added to the contract after the catalog is published. Additions shall be for new products announced by manufacturers on contract with the catalog/price list company. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered

**3. PRICING:** Contract pricing will be in the form of discount(s) off catalog prices.

Discounts may be offered using any of the following methods:

- a) A standard discount off the entire catalog;
- b) Discounts that vary by catalog, or;
- c) Discounts that vary by individual line items.

During the evaluation process it may become necessary to create a "**Market Basket Study**" to compare overall pricing between Bidders. The Board will create a list of items typically purchased by the Board that represent a cross-section of the types of items purchased. The selection and quantity of line items evaluated will be at the sole discretion of the Board.

It is preferred that pricing remains firm for the contract year. If in order to achieve best pricing, the Bidder requires price adjustments to be made at other times, an alternate offer may be made. Proposed price changes will be allowed only if manufacturer's published price catalog is superseded, revised or changed after the contract award. The Bidder may pass on the applicable price increase or decrease for approval by the Board provided written notice has been submitted along with the identified price list(s) and priced catalog(s) to the Board.

Should the manufacturer publish a new price list during the term of this contract, the Bidder must submit the price list to the Board within thirty (30) days of issue. The discount shall not change unless it is a more favorable discount.



# BID ITEM LIST

# BID ITEM LIST

Sport: General  <--- Select

List No.	Item	Item No.	Size	Color	Embroidering/ Printing	Addl Option(s)		Qty.	Unit Price	Total Price
GENE1	Under Armour Duffel Bag	1342656	Small		School Logo			225		\$ -
GENE2	Under Armour Rival Jacket	1326761			School Logo			20		\$ -
GENE3	Under Armour Rival Polo	1306583			School Logo			20		\$ -
GENE4	Champion Jump Rope, 9.5	2549XXXX						30		\$ -
GENE5	Accusplit 625-35 Stop Watch	AE625M35						10		\$ -

# BID ITEM LIST

Sport:	Football	Boys	<--- Select
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List No.	Item	Item No.	Size	Color	Embroidering/ Printing	Addl Option(s)		Qty.	Unit Price	Total Price
FOOTB1	Under Armour Locker Shorts	1351351			Logo			50		\$ -
FOOTB2	Under Armour Locker Tee	1305775			Logo			50		\$ -
FOOTB3	Under Armour Hammer MC High Top	3021193						25		\$ -
FOOTB4	Under Armour Kill Spotlight Lux MC	3022654						25		\$ -
FOOTB5	Under Armour Stripe Mix-Up Polo	1348073						50		\$ -
FOOTB6	Under Armour Knit Warm-Up ¼ Zip	1327205						50		\$ -
FOOTB7	Under Armour Showdown Coach's Pants	1343176						10		\$ -
FOOTB8	Wilson GST Game Football	1003			Logo			24		\$ -
FOOTB9	Wilson Practice Football	1003B						18		\$ -
FOOTB10	Cramer 2.0 Mouthguard	301MG						200		\$ -
FOOTB11	Under Armour Combat-NFL Football Gloves	1326221						38		\$ -
FOOTB12	Under Armour-F6 Football Gloves	1304694						24		\$ -
FOOTB13	Twin City Crew Socks				Logo			100		\$ -
FOOTB14	Under Armour Instinct 2 Football Uniform	UFJ185M		Two Color	Logo			50		\$ -
FOOTB15	Under Armour Insinct-Football Pant	UFP535						50		\$ -
FOOTB16	Coaches' Gear - Jacket							10		\$ -
FOOTB17	Coaches' Gear - Pants							10		\$ -
FOOTB18	Coaches' Gear - Polo							10		\$ -

# BID ITEM LIST

**Sport:** Soccer **Boys** <--- Select

[illegible]

# BID ITEM LIST

**Sport:** Soccer **Girls** <--- Select

[illegible]

# BID ITEM LIST

**Sport:** Tennis

## Girls

<--- Select

[illegible]

# BID ITEM LIST

**Sport:** Volleyball

## Girls

<--- Select

[illegible]

# BID ITEM LIST

**Sport:** CrossCountry <--- Select

[illegible]



# BID ITEM LIST

**Sport:** E Sports <--- Select

[illegible]

# BID ITEM LIST

**Sport:** Cheerleading <--- Select

[illegible]

# BID FORMS

***To be completed, signed below and returned with proposal.***

**ACKNOWLEDGEMENT OF ADDENDA**

Proposal Number **Athletics Equip. (Fall 2021)**

Proposal Date: \_\_\_\_\_

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

**ADDENDA NO.**

**ISSUING DATE(S)**

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

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

☐ **No Addenda Received**

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

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

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

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

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

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

**AFFIDAVIT AND QUESTIONNAIRE OF BIDDER'S EXPERIENCE AND FINANCIAL RESPONSIBILITY**

**AFFIDAVIT**

STATE OF NEW JERSEY        )  
  ) ss.: Athletic Equipment  
  )  
COUNTY OF                    )

I, \_\_\_\_\_, am \_\_\_\_\_ of  
(Name) (Relationship to Bidder)

\_\_\_\_\_ of full age, being duly sworn, I depose and say:  
(Name of Bidder)

1. All of the answers set forth in the attached Questionnaire are true and each question is answered on the basis of my personal knowledge, or based on my diligent inquiry.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Hoboken Board of Education, to award the Contract to \_\_\_\_\_  
(Name of Bidder)
3. I understand and agree that the Hoboken Board of Education will rely upon the information provided in the Questionnaire in determining the lowest responsible bidder to be awarded the contract.
4. I also understand and agree that the Hoboken Board of Education may reject the bid in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Hoboken Board of Education to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied, or which should have been supplied, in the Questionnaire to furnish the Hoboken Board of Education with any information necessary to verify the answers given.

Subscribed and sworn to  
before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

## **QUESTIONNAIRE**

This Questionnaire must be completed and submitted as part of the Bid. Failure to complete this form or to provide any of the information required herein may result in rejection of the Bid.

1. How many years has the bidder been engaged in the business of providing the services and work requested by the Bid Documents under the present firm name?

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2. List any other names under which the bidder , its partners or officers have conducted business in the past three (3) years, and the number of years business was conducted under that name.

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3. When was the bidder organized, formed or incorporated?

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4. List three bank references with contact information:

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5. Credit available for this Contract?

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6. List the names and home addresses of all the officers of the bidder, noting their position in the Company:

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7. List the name of executive who will give personal attention to the project:

---

8. Has the bidder ever been adjudged bankrupt or been subject to a receivership or an order of reorganization? If so, give details and particulars.

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9. Is the bidder at this time subject to any court order relating to bankruptcy, liquidation or reorganization? If so, give details and particulars.

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10. Has the bidder, its partners or officers failed to perform any contract in the past three (3) years? If the answer is " Yes", state when, where and why. A complete explanation is required.

---

11. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder, or any of its principals?

---

12. Has the bidder filed any lawsuits or requested arbitration with regard to any contracts within the last five years? (If the answer is yes, please attach details).

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13. Within the last five (5) years, has any officer or principal of the bidder ever been an officer or principal of another organization that failed to complete a contract? (If the answer is yes, please attach details).

---

14. On a separate sheet, list the private and public contracts the bidder is currently performing, giving the name of project, owner, contract amount, percent complete and scheduled completion date, and owner contact number.

15. On a separate sheet, list the contracts the bidder has completed in the past five (5) years, giving the name of project, owner, owner contact number, contract amount, date of completion and percentage of the cost of the work performed with bidder's own forces.

16.State average annual amount of services or work requested by the Bid Documents performed during the past five (5) years:

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17.On a separate sheet, list the experience of the key individuals of your organization.

18.Trade References with contract information:

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19.Name of Bonding Company:

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20.Name and address (no P.O. Box) of agent authorized to accept service in the State of New Jersey.

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## NON-COLLUSION AFFIDAVIT

State of New Jersey

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

ss:

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled **ATHLETIC EQUIPMENT (FALL 2021)**, and that I  
(title of bid proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in  
(name of contracting unit)

said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to  
before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

***To be completed, signed below and returned with proposal.***

**Hoboken Board of Education**

**Chapter 271  
Political Contribution Disclosure Form  
(Contracts that Exceed \$17,500.00)  
Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Recipient Elected Official/ Committee/Candidate</b>	<b>Name of Contributor</b>

The Business Entity may attach additional pages if needed.

---

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity: \_\_\_\_\_

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.

**P.L. 2005, c.271**

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint\*)

**AN ACT** authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

**40A:11-51** 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

**52:34-25** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**19:44A-20.13** 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:** **Hudson**  
State: Governor, and Legislative Leadership Committees  
Legislative District #s: 31, 32, & 33  
State Senator and two members of the General Assembly per district.

County:  
Freeholders County Clerk Sheriff  
County Executive Surrogate Registrar of Deeds

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

Bayonne City	Hoboken City	Secaucus Town
East Newark Borough	Jersey City	Union City City
Guttenberg Town	Kearny Town	Weehawken Township
Harrison Town	North Bergen Township	West New York Town

Boards of Education (Members of the Board):

East Newark Borough	Kearny Town	Weehawken Township
Guttenberg Town	North Bergen Township	
Hoboken City	Secaucus Town	

Fire Districts (Board of Fire Commissioners):

(None)

To be completed, signed and returned with Bid/Proposal

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

Name of Organization: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

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

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

**Part II Check the appropriate box**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV Certification**

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

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

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



**To be completed, signed below and returned with proposal.**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Proposal No. **Athletic Equip. (Fall 2021)**

Proposal Date: \_\_\_\_\_

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

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

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

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

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

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

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

[www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)

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

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

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

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

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

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

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

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

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

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

**Exhibit "A"**

Mandatory Equal Employment Opportunity Language  
N.J.S.A. 10:5-31 et seq.(P.L. 1975, C. 127)  
N.J.A.C. 17:27

Goods, Professional Service and General Service Contracts During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

**EXHIBIT A (Cont.)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, college, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposed of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

## THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

\*\*\*\*\*

CERTIFICATION: I hereby certify that \_\_\_\_\_ does not engage in

(Name of Vendor)

the production of nuclear weapons or components.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**HOBOKEN BOARD OF EDUCATION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION/PROPOSAL TITLE:** ATHLETIC EQUIPMENT (FALL 2021)  
**VENDOR/BIDDER NAME** \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____
	_____
	_____
Duration of Engagement	_____
Anticipated Cessation Date	_____

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

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

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

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

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

**Version REV. 2.1 2021**

**This form is to be completed, certified and submitted prior to the award of contract.**

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

## General Instructions

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

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

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

*If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

**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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 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 in 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 possession, 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 possession
- 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
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



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

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

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed 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 possession, 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, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. 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/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

**What Name and Number To Give the Requester**

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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

**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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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

**IMPORTANT**—READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to [https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
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5. STREET	CITY	COUNTY	STATE	ZIP CODE
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6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
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7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER.

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT				
	CITY	COUNTY	STATE	ZIP CODE

<b>Official Use Only</b>	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

[illegible]

15. IF NO, DATE LAST  
REPORT SUBMITTED  
MO. | DAY | YEAR

1. YES ☐      2. NO ☐

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
			MO   DAY   YEAR

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
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