

**TEAM ACADEMY CHARTER SCHOOL, INC.**

**60 Park Place, Suite 802**

**Newark, NJ 07102**

**TS-20-01**

**Bid Specifications**

**Substitute/Temporary Paraprofessionals**

**for the 2019-2020 School Year**

**TEAM ACADEMY CHARTER SCHOOLS**  
**60 Park Place, Suite 802- Newark, NJ 07102**

REQUEST FOR BIDS

**Bid Advertisement**

The TEAM ACADEMY CHARTER SCHOOL Board of Trustees in Newark, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a, b) - Substitute and Temporary Paraprofessionals for the 2019-2020 School Year

All necessary bid specifications and bid forms may be secured upon written request to: **Ms. Felicia Harris, Special Education Compliance Manager, TEAM ACADEMY CHARTER SCHOOLS, 60 Park Place, Suite 802, Newark, New Jersey 07102** Email: [Fhackett@kippnj.org](mailto:Fhackett@kippnj.org). Alternatively, specifications may be retrieved from <http://www.kippnj.org/purchasing>. **NO PHONE CALLS PLEASE!**

Proposals must be sealed, the envelope to bear the following information:

Bid Title: Substitute and Temporary Paraprofessionals for the 2019-2020 School Year

Bid No.: TS-20-01

Name and Address of the Contractor

Proposals must be delivered to the Business Office of the TEAM ACADEMY CHARTER SCHOOLS on or before July 30<sup>th</sup> 2019 at 10:00 AM Prevailing Time.

The bid opening process will begin on the above date and time. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

All contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action against Discrimination and N.J.S.A. 17:27 et. seq.

Corporate contractors are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire / Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Contractors and to complete and submit all required forms may be cause for disqualification and rejection of the bid.

All contractors shall submit with their bid package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. (N.J.S.A. 52:32-44)

The Board of Trustees reserves the right to reject any or all bids pursuant to N.J.S.A. N.J.S.A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities. The Board further reserves the right to take such alternates as they deem appropriate, and in any order that the Board feels may be in the best interest of the TEAM ACADEMY CHARTER SCHOOLS.

Felicia Harris  
Special Education Compliance Manager  
TEAM ACADEMY CHARTER SCHOOL

**Substitute and Temporary Paraprofessionals  
TECHNICAL SPECIFICATIONS 2019-2020**

Nature of Services

**General:** This specification requests the provision of a substitute and temporary paraprofessional service for the 2019-2020 fiscal year which ends June 30<sup>th</sup> 2020.

**Specific:** This specification requests an agency provide competent substitute and temporary paraprofessionals on an as-needed basis to assist special education students who require support. The District wants to ensure that competent substitute and temporary paraprofessionals are available to staff the schools when permanent employees are not available to perform their duties and responsibilities. A “substitute paraprofessional” will be available, as needed, to provide coverage lasting up to five (5) consecutive school days. A “temporary paraprofessional” will be available, as needed, to provide coverage for a longer-term period, namely for more than five (5) consecutive school days.

Nature of Substitute/Temporary Paraprofessional Requested

General: This specification requests substitute/temporary paraprofessionals and at the following locations beginning on 8/14/2019, as needed:

**TEAM Academy Charter School- 85 Custer Avenue, Newark, NJ 07112**

**Rise Academy- 21 Ashland Street, Newark, NJ 07103**

**NCA- 129 Littleton Ave, Newark, NJ 07103**

**SPARK Academy- 230 Halsey Street, Newark, NJ 07102**

**Life Academy/Pathways- 103 Bragaw Avenue, Newark, NJ 07112**

**Seek Academy- 100 Aldine Street, Newark, NJ 07112**

**Thrive Academy/Bold Academy-229 18<sup>th</sup> Ave., Newark, NJ 07108**

**Upper Roseville Academy - 300 North 13th Street, Newark, NJ 07107**

**Newark Community Prep - 18 Norfolk Street, Newark, NJ 07103**

**Newark Lab High School - 18 Norfolk Street, Newark, NJ 07103**

**Bids for substitute paraprofessional are different than bids for temporary paraprofessional. “Detailed Specifications” in this packet provide further qualifications and specifications on each role.**

General Conditions

**Contractor Response** – Contractor must maintain a working field office within a 30 mile distance of the school to expedite response times and be able to effectively manage the contractor's personnel on site. The 30 mile distance will be calculated along public roadways and highways. The field office shall consist of a working landline phone – cell service is not sufficient.

**Term of Agreement** - Contract term shall be for (1) one year with an option for (2) two one year extensions at the

discretion of the Board of Trustees. The initial (1) one year term of the agreement will commence on July 1, 2019 and conclude on June 30, 2020. Thereafter, this agreement is subject to (2) two(1) one year extensions at the School's option subject to the following conditions: a) the Contract shall be awarded by resolution of the School's Board of Trustees("Board") upon a finding that the services are being performed in an effective manner; b) no such Contract shall be extended so that it runs for more than a total of (3) three consecutive years; c) 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 addendums agreed to by the Board; d) the terms and conditions of the Contract remain substantially the same; e) any price increase will not exceed the New Jersey Index Rate available at the time for the latest quarter (18:A: 18:A-42); and f) extensions are subject to the availability and appropriation annually of sufficient funds by the Board.

**Trial Period** - District reserves the right to place winning contractor on a trial period of thirty days. If District is not satisfied with the caliber of the work, or if contractor is not following specifications, District will cancel the contract. Vendor will follow all tasks specified in this bid in order to successfully fulfill this trial period and contract. By signing this bid, the contractor agrees to the trial period upon initial award be included in the specifications.

**Disqualifying Contractors** - District may disqualify any contractor that was previously hired but terminated for poor performance in the last 3 years. Contractors can also be disqualified if they submit bid documents that fail to demonstrate the ability to perform the contract specifications. Rejected Contractors will be notified of the reasons and granted an "evidentiary hearing" where they must present documentation that they can perform the job. The time window to file will be 5 days prior to Bid Opening.

**Bid Questions and Addendum** – All bid questions need to be submitted by 5 pm local time on July 19<sup>th</sup>, 2019. All questions will be answered in an addendum.

**Secondary Contractor** – The district will award a primary and secondary winner, and holds the right to contract with either of the qualified winning bids at any point during the contract term to meet the demands of the district.

**Vendor qualifications and references** – Contractors need to provide at least 3 reference letters from school districts and contact information along with bid documents, providing proof of work in a public school environment within the last 3 years.

**Scope of Work** – Substitute/Temporary Paraprofessionals and shall be provided by the contractor for the school district and include all of the services described in the document entitled "**Detailed Specifications.**"

**Employee requirements** – Employees performing services under this contract shall be selected by and supervised by the successful vendor who shall function as an independent contractor to the school(s). Any and all employees assigned to the TEAM ACADEMY CHARTER SCHOOL shall have passed NJ Department of Education State Fingerprinting requirements pursuant to law for employment in a public school district. All employees, including the supervisor of the contractor must be screened, interviewed and approved by a TEAM ACADEMY CHARTER SCHOOL staff to ensure that they meet the moral and ethical standards expected of an employee working in an elementary school setting. TEAM ACADEMY CHARTER SCHOOLS reserves the right to disapprove of any employee who does not meet these requisites. Additionally, during the term of this contract, should there be any employee incidents or any situation that warrants the removal of an employee, TEAM ACADEMY CHARTER SCHOOL reserves the right to request the removal of any employee immediately.

**Equipment, materials, and supplies** – All equipment, materials, and supplies required for the performance of this contract shall be provided by the school at no cost to the contractor.

**Number of Staff** - Contractor shall provide a minimum of 5 paraprofessionals to fill paraprofessional positions on an as-needed basis at the request of TEAM Academy Charter School.

**Hours of Services** - Contractor shall begin no earlier than 7:30 AM and end no later than 5:00 pm on any day requested except where specified or unless prior approval from the School Administration has been obtained.

**Insurance:** If awarded a contract, the respondent will provide a Certificate of Liability Insurance naming TEAM Charter School, Inc. as additional insured. The issuing insurer must provide 30 days written notice to the TEAM Charter School Board of Trustees of the expiration of the insurance.

The specific minimum requirements are:

1. Workers' Compensation Insurance: Statutory Workers' Compensation Insurance, including Employer's Liability with limits of \$100,000 each accident; \$500,000 disease, policy limit; \$100,000 disease, each employee;
2. Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent): A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will not be less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Liability Insurance;
3. Excess Liability Coverage: \$1,000,000 per occurrence; and
4. A minimum of \$2,000,000 in Professional Liability insurance

Such insurance or renewals or replacements thereof shall remain in force during the term of the contract and any extensions.

<b>DETAILED SPECIFICATIONS</b>	
<b>SECTION A – Minimum Requirements for Qualification of Paraprofessionals</b>	
All Substitute Paraprofessionals must have: - A high school diploma.	
All Temporary Paraprofessionals must have: - Obtained an associate's (or higher) degree or earned 60 college credits or successfully completed the ParaPro exam. - Ability to commit to a temporary engagement lasting more than five (5) consecutive school days	
<b>SECTION B – Paraprofessional Specific Performance Responsibilities</b>	
Provide instructional and social support for individuals or groups of students as needed to gain optimal benefits to the district's special education program	Daily
Prepares any necessary instructional materials as requested by the teacher	Daily
Prompt, cue and redirect student participation	Daily
Reinforce personal, social, behavioral and academic learning goals	Daily
Inform teachers of any problems or special information about a specific student	Daily
Provide assistance to students to master the use of instructional materials assigned by teacher	Daily
Assist with the supervision of students during assemblies, field trips or emergency drills	As needed
Assist with the arrival and departure of students including bus loading and unloading if required	Daily
Track student behavior using any behavior tracking procedures that may be required	As needed
<b>SECTION C-Contractor Requirements</b>	
<b>Contractor will...</b>	
Provide a staff roster of qualified candidates that will be updated monthly	Monthly
Conduct criminal background checks and verify that paraprofessionals do not have any recorded violation that would disqualify the substitute or temporary paraprofessional from public employment, prior to accepting the assignment.	Ongoing
Achieve daily fill rate of at least 98 percent.	Ongoing
If requested, provide references and resumes on individual substitute and temporary support staff.	As needed
Provide a Certificate of Liability Insurance naming Team Academy Charter as additional insured. The issuing insurer must provide 30 days written notice to Team Academy Charter of the expiration of the insurance.	Within 30 days of bid award
Be solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws.	Ongoing
Confidentiality: In accordance with all applicable laws, regulations, and procedures, paraprofessionals provided by the respondent shall maintain strict confidentiality of all information and records	Ongoing
Per Hourly/Daily rate must include all labor, travel, and miscellaneous expenses necessary to complete substitute services. No additional fees may be charged.	Upon bid submission
<b>END OF SPECIFICATION SECTION</b>	

I certify that the above information was read and given to my company. The above specifications will be followed. Failure to comply with the above specifications will result in the District providing 10 days written notice of loss and termination of this contract.

Name of Company/Firm \_\_\_\_\_ Signature \_\_\_\_\_

Company Agent Name \_\_\_\_\_ Date \_\_\_\_\_

TEAM ACADEMY CHARTER SCHOOLS  
Substitute and Temporary Paraprofessional Services for the 2019-2020 School Year

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

Please complete the fields below, in the right-hand column:

Number of candidates currently on your roster that meet the Minimum Requirements for Qualification of Paraprofessionals- <i>Substitute</i> , per Detailed Specifications Section A:	
Number of candidates currently on your roster that meet the Minimum Requirements for Qualification of Paraprofessionals- <i>Temporary</i> , per Detailed Specifications Section A:	
Hourly rate, <i>Substitute</i> Paraprofessional:	
Hourly rate, <i>Temporary</i> Paraprofessional:	

Authorized company agent name (printed): \_\_\_\_\_

Authorized company agent signature: \_\_\_\_\_

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

PRINT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Agreed to:

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

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

PRINT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

Name of Business \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

**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 \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

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 said Proposal

(name of contracting unit)

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

\_\_\_\_\_, 2 \_\_\_\_\_

(Type or print name of affiant under signature)

\_\_\_\_\_

Notary public of

My Commission expires \_\_\_\_\_ (Seal)

**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, affiliation or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affection or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affiliation or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, affiliation or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C.17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affiliation 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

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

Agreed to:

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

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

PRINT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

### BID DOCUMENT CHECKLIST

Required to be submitted to District at time of bid opening.

Initial each required entry and if required submit the item along with the bid package.

INITIAL	
	AFFIRMATIVE ACTION COMPLIANCE NOTICE
	AMERICANS WITH DISABILITIES ACT OF 1990
	STOCKHOLDER DISCLOSURE CERTIFICATION
	NON-COLLUSION AFFIDAVIT
	BID PROPOSAL FORM
	PREVAILING WAGE NOTICES
	PROOF OF BUSINESS REGISTRATION.
	3 REFERENCE LETTERS from other school districts with contact information
	Proof of Insurance
	W-9
	Disclosure of Investment Activities in Iran
	EEO Affirmative Action Notice Form

## Instructions to Contractors and Statutory Requirements

### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by District administrator's office at the time as stated in the Notice to Contractors, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the contractor written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid# of the contract being bid.
- D. It is the contractor's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids not received by mail. Bids received after the designated time and date will be returned unopened. Bids must be received solely by the TEAM Academy Charter Schools, Inc.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the contractor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called in for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the contractor, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Contractor should be aware of the following statutes that represent "Truth in Contracting" laws:
  - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by contractor s. It is a serious crime for the contractor to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a contractor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Contractor should consult the statutes or legal counsel for further information.

## **II. INTERPRETATION AND ADDENDA**

- A. The contractor understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The contractor accepts the obligation to become familiar with these specifications.
- B. Contractors are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by contractors should be promptly reported in writing to the appropriate official. Any prospective contractor who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the contractor fails to notify the owner of such ambiguities, errors or omissions, the contractor shall be bound by the requirements of the specifications and the contractor's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any contractor. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective contractors. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the contractor in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

### **D. Discrepancies in Bids**

- 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

## **III. BRAND NAMES, STANDARDS OF QUALITY OF THE PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are to acquaint contractors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the contractor on a separate sheet and submitted with the bid proposal form. In the absence of any exceptions by the contractor, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the contractor to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the contractor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful contractor shall, at its own

expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A: 11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### **IV. INSURANCE AND INDEMNIFICATION**

##### **A. INSURANCE REQUIREMENTS:**

1. Worker's Compensation Insurance Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Worker's compensation insurance shall be in the following amounts: Statutory Workers' Compensation Insurance, including Employer's Liability with limits of \$100,000 each accident; \$500,000 disease, policy limit; \$100,000 disease, each employee;
2. Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent): A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will not be less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Liability Insurance;
3. Other Forms Of insurance Required: CERTIFICATES OF THE REQUIRED INSURANCE
  - Excess Liability Coverage: \$1,000,000 per occurrence; and
  - A minimum of \$2,000,000 in Professional Liability insurance

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

##### **B. INDEMNIFICATION:**

Contractor shall agree to the fullest extent permitted by law, to defend, indemnify, and hold harmless KIPP New Jersey, Inc. and TEAM Academy Charter School, Inc., its officers, directors, and employees against all damages, claims, actions, suits, demands, losses, liabilities or costs, including reasonable attorneys' fees and court costs, to the extent caused by Contractor's negligence or any more culpable act in performance of its services and that of its subcontractors or anyone for whom Contractor is legally liable.

#### **V. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that

the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Contractor s shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## **VI. STATUTORY AND OTHER REQUIREMENTS**

The following are mandatory requirements of this bid and contract.

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

#### **1. Goods and Services (including professional services) Contracts**

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

A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27 4.

### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read Americans with Disabilities language and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **C. STOCKHOLDER DISCLOSURE**

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, contractor s shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who over ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapters corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

#### D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each contractor (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the contractor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If ~~two~~ of the following items are checked, they are also mandatory requirements of the bid proposal and contract.



#### E. PREVAILING WAGE ACT

Pursuant to N.J.S.A 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.l(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards

#### F. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines ' public works projects' as contracts for <sup>11</sup>public work<sup>11</sup> as defined in the Prevailing Wage statute [N.J.S.A. 34: 11-56.26(5)]. The term means:

>- **"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.**

>- **"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."**

>- ' Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/Jabor/lsse/lspubcon.html](http://www.state.nj.us/Jabor/lsse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### **X G. NON-COLLUSION AFFIDAVIT**

The Affidavit shall be properly executed and submitted with the bid proposal.

#### **H. PAYTOPLAY**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **VII. METHOD OF CONTRACT AWARD**

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section IX, Termination of Contract, Sub-section E, for additional information.

B. The award is to be made on the basis of a base bid only; it shall be made to that responsible contractor submitting the lowest base bid.

### **VIII. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

- A. Pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing contractors;
- D. The bid is inappropriately unbalanced;
- E. The contractor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful contractor fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible contractor. (N.J.S.A. 40A:11-24b)

### **IX. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for

balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by value of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the Following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

## **X. PAYMENT**

Payment will be made within 30 days of TEAM Academy Charter Schools' receipt of invoice. However, invoices must be sent directly to TEAM Academy Charter Schools' Accounts Payable office via email, at [ap@kippnj.org](mailto:ap@kippnj.org), unless otherwise instructed by the School Business Administrator or his/her delegate, and "receipt of invoice" date will be assessed accordingly. In addition, no payment will be made unless the invoice is labeled with a corresponding accurate purchase order number for the service rendered.

## 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.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> 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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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

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

**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.

	<p><b>Social security number</b></p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>																								
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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**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.*

**State of New Jersey**  
**Division of Purchase and Property**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Solicitation Number:** \_\_\_\_\_ **Bidder/ Offeror:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

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

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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