



# Paterson Public Schools

Department of Purchasing



## CONTRACT CHECKLIST

**COMPANY NAME** \_\_\_\_\_

**CONTRACT TITLE** \_\_\_\_\_

**DATE SUBMITTED** \_\_\_\_\_

1. Board Resolution .....	<input type="checkbox"/>
2. Justification Memo .....	<input type="checkbox"/>
3. District Contract .....	<input type="checkbox"/>
4. Vendor Proposal .....	<input type="checkbox"/>
5. Quotes, if required .....	<input type="checkbox"/>
6. Credentials, if applicable .....	<input type="checkbox"/>
7. NJ Business Registration Certificate .....	<input type="checkbox"/>
8. Political Contribution Disclosure .....	<input type="checkbox"/>
9. Affirmative Action Requirement .....	<input type="checkbox"/>
10. W9 and Vendor Form, if new vendor .....	<input type="checkbox"/>

**INSTRUCTIONS :**  
 Submit this contract checklist along with required documentation.

**Using Department/Location** \_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Ext.** \_\_\_\_\_

**Estimated Contract Amount** \_\_\_\_\_

**Duration of Contract** \_\_\_\_\_ (Must begin after Board Approval date)

## **What is a Non-Bid Contract**

A Non-Bid contract means obtaining goods and services from a vendor without competition.

### **Types of Non-Bid Contract**

- **Professional Services** e.g. legal services, healthcare services, architects, engineers, etc.

As defined in Title 18A:18A-5a (1)

"Professional services" means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.

New regulations for professional services:

#### **Title 6A:23A-5.2 Public relations and professional services; board policies; efficiency**

4. Professional services contracts are issued in a deliberative and efficient manner such as through a request for proposals based on cost and other specified factors or other comparable process that ensures the district receives the highest quality services at a fair and competitive price or through a shared service arrangement; and

5. Professional services contracts are limited to non-recurring or specialized work for which the district does not possess adequate in-house resources or in-house expertise to conduct.

- **Consultant Services** all other goods and services under exceptions 18A:18A-5a 2 through 13; 17 through 23; 18A:18A-5b through 18A:18A-5e

Title 18A

[http://www.state.nj.us/dca/lqs/lpcl/stat\\_refs/pscl\\_18a\\_18a-1.shtml](http://www.state.nj.us/dca/lqs/lpcl/stat_refs/pscl_18a_18a-1.shtml)

### **Instructions for Submitting a Non-Bid Contract**

Detailed instructions on how to submit paperwork directly to the Department of Purchasing:

1. **Justification for Non-Bid Procurement**

Initiator will provide a memo with justification for the non-bid contract; however, Purchasing may determine if competition is available through a fair and open process.

2. **Competition: Fair and Open Process**

If Purchasing confirms there is competition for the requested goods and services Purchasing will discuss with the Initiator the various options: quotes; bids, Request for Proposal (RFP); Request for Qualifications (RFQ). A fair and open process is defined as a contract that is:

- Publicly advertised (either conventionally in newspapers OR posted on the entity's website) with "sufficient time to give notice," and,
- Awarded under "a process that provides for public solicitation of proposals OR qualifications," and,
- Awarded under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications, and
- Publicly opened, and then announced when awarded by the board of education.

3. **Required Documents**

- Board Resolution
- Justification Memo
- District Contract: All fields must be completed in District Contract, no signatures needed at this time
- Vendor Proposal
- Quotes, if needed
- Credentials: vendor must submit licenses, certifications, and references, if required
- Business Registration Certificate (Exceptions Federal, State of NJ Agencies, non-profits)
- Political Contribution Disclosure Form (Pay-to-Play) (Exceptions Federal, State of NJ Agencies, non-profits)
- Affirmative Action: completed A301/AA201 form or Certificate of Employee Report
- W9 Information Form: if new vendor to the District

4. **Contract Approval Process**

- Initiator: Submits completed contract and all required documentation to Purchasing
- Purchasing Department: Checks all required Documentation then forwards to Legal;
- Legal Department: Reviews contract if problems back to Initiator; if approves to Business Administrator
- Business Administrator: Approves Action then forwards to Superintendent
- District Superintendent: Approves Action
- State Monitor: Approves Action
- Board of Education: Approves Board Resolution w/Contract

5. **Finalize Contract:**

- Purchasing arranges for vendor to sign contract.
- After vendor signs Contract then Superintendent signs contract for full execution
- Fully Executed Contract to be distributed by Superintendent's Office as follows:
  - Vendor
  - Contract Initiator
  - Accounts Payable
  - Purchasing Department

6. **Requisition**

- Input by Initiator; denotes board approval date and board number (e.g. Board Approved 10/15/08 #A-5)
- PO Approval
- Render Services/Execute Contract
- Process Payment

7. **Contract Administration:**

The Initiator is responsible for deliverables i.e. goods and or services are satisfactorily rendered. If services are unsatisfactory Initiator must document each incident. Should a hearing will be necessary Purchasing will coordinate.

8. **Contract Cancellation Process**

If both parties agree to cancel the contract or if there is a lack of performance, a resolution must be submitted indicating reason for cancellation of services, which should be in best interest of District.

**DOWNLOAD:**

- Non-Bid Contract Packet
- Sample Board Resolution

**For Assistance**

Contact Mr. Tracey Thomas Senior Purchasing Analyst, Department of Purchasing;  
Telephone : (973) 321-2362 Email: [tthomas@paterson.k12.nj.us](mailto:tthomas@paterson.k12.nj.us)

AGREEMENT

between

STATE-OPERATED SCHOOL DISTRICT OF THE CITY OF PATERSON

and

THIS AGREEMENT entered into and made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

\_\_\_\_\_,  
(INDICATE WHETHER INCORPORATED, PARTNERSHIP, D/B/A OR INDIVIDUAL. IF INCORPORATED, IDENTIFY WHICH STATE) with principal offices located at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter, "CONSULTANT") and the State-Operated School District of the City of Paterson, with principal offices located at 33-35 Church Street, Paterson, New Jersey 07505 (hereinafter "the DISTRICT").

WITNESSETH

WHEREAS, the State District Superintendent has determined that the District should obtain \_\_\_\_\_

(INDICATE WHETHER PROFESSIONAL/CONSULTATIVE/OTHER)  
services to assist the DISTRICT; and

WHEREAS, CONSULTANT represents that he/she/it \_\_\_\_\_  
(INSERT PROPER REFERENCE)  
is fully qualified to provide the services hereunder, and he/she/it has and will maintain all required licenses, approvals and certifications; and

WHEREAS, CONSULTANT represents that he/she/it will promptly perform all services hereunder and will exert his/her/its best efforts to perform same; and

WHEREAS, pursuant to N.J.S.A. 52:32-44, CONSULTANT has provided the DISTRICT with a copy of his/her Business Registration Certificate; and

WHEREAS, pursuant to N.J.S.A. 19:44-20.26 and N.J.A.C. 6A:10A-4.1(e)(4), as applicable, CONSULTANT has provided the Board with a fully executed C.271 Political Disclosure Form.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the DISTRICT and CONSULTANT agree as follows:

**1. Recitals:**

The foregoing recitals are incorporated by reference herein.

**2. Term:**

This Agreement shall commence on \_\_\_\_\_, 20\_\_ or upon receipt of a DISTRICT purchase order, whichever is later, and will terminate on \_\_\_\_\_ unless terminated in accordance with the provisions herein. **(A PROFESSIONAL SERVICES CONTRACT IS LIMITED TO A ONE YEAR TERM WHILE OTHER TYPES OF CONSULTING CONTRACTS MAY BE LIMITED BY STATUTE - SEE N.J.S.A. 18A:18A-42),**

**3. Scope of Services:**

**3.1 CONSULTANT** shall provide the following services in accordance with the stated dates and timeframes set forth herein:

**ADD DETAILED DESCRIPTION OF SERVICES, INCLUDING SCHEDULES AND “DEADLINES”. DEPENDING ON THE DETAIL OF THE PROPOSAL, INCORPORATE BY REFERENCE SERVICES LISTED IN THE PROPOSAL IF THE DISTRICT IS ACCEPTING ALL SUCH SERVICES. ALL SERVICES SHOULD BE FULLY DESCRIBED.**

**4. Payment:**

**4.1** The DISTRICT’S sole financial obligation shall be as follows:

**THE AMOUNT OF PAYMENT SHOULD BE FINITE (NOT OPEN-ENDED). FOR EXAMPLE, SET FORTH THE HOURLY RATE AND THE MAXIMUM HOURS FOR THE PROJECT OR SOME OTHER FORM OF PAYMENT FOR THE SERVICES. SOME OTHER EXAMPLES ARE: A PER DIEM RATE WITH THE MAXIMUM NUMBER OF DAYS INCLUDED; THE RATE PER SESSION WITH THE MAXIMUM NUMBER OF SESSIONS INCLUDED; OR A MONTHLY RATE WITH MAXIMUM NUMBER OF MONTHS.**

**4.1.1** There will be no charges to the DISTRICT for out-of-pocket expenses.

**OR**

The DISTRICT will only provide reimbursement for the following out-of-pocket expenses at actual cost without mark-up:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.

**4.2** In accordance with N.J.S.A. 18A:19, CONSULTANT shall promptly submit to the District's Business Administrator detailed monthly invoices with duly executed vouchers, and detailed expense vouchers when applicable under paragraph 4.1.1 of this Agreement. Such invoices shall be addressed to the State-Operated School District of the City of Paterson, 33-35 Church Street, Paterson, New Jersey 07505. Said invoices shall be payable within approximately 60 (sixty) days after submission of invoice for services received.

**4.3** The DISTRICT assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of, CONSULTANT, his/her/its employees, and others. CONSULTANT shall be responsible for payment of compensation, wages and benefits, and all federal and State tax and Social Security liability that may result from the performance of, and compensation for said services.

**4.4** The DISTRICT will not pay for any goods or services received unless a DISTRICT purchase order authorizing such purchases is delivered to CONSULTANT prior to the goods or services being received by or services rendered to the DISTRICT. CONSULTANT will honor all of the terms and pricing stated on the purchase order. No confirming purchase orders will be issued by the DISTRICT.

**5. Confidentiality:**

CONSULTANT agrees to maintain the confidentiality of all confidential and proprietary information to which **he/she/it** \_\_\_\_\_ gains access  
(INSERT PROPER REFERENCE)  
or is exposed during the course of engagement by the DISTRICT. CONSULTANT further agrees not to divulge or allow the disclosure of any confidential/proprietary information to third parties except as may be required to perform the services hereunder. For the purposes of this Agreement, "confidential/proprietary information" includes all information that is not in the public domain, not generally available to the public, and which the DISTRICT considers to be or designates as confidential or proprietary. This includes but is not limited to personally identifiable student information, pupil records, and the like.

CONSULTANT shall, upon termination of this agreement, or otherwise upon demand, at the DISTRICT'S option, return to the DISTRICT any and all documents, papers and materials, notes thereon, and electronic data in CONSULTANT'S possession or control, including copies or reproductions thereof, to the extent they contain non-public/confidential information.

**6. Insurance:**

**6.1** CONSULTANT shall maintain insurance coverage for comprehensive commercial general liability ("CGL") by a carrier that is licensed to provide such coverage. The CGL policy shall reflect coverage of \$1,000,000 per occurrence for general liability, \$1,000,000 per occurrence for personal injury, and \$1,000,000 per occurrence for property damage. CONSULTANT shall require that all persons engaged or employed by CONSULTANT carry and maintain similar insurance in the same amounts.

**6.2** In addition to other insurance required by statute or under the provisions of this Agreement, CONSULTANT shall provide evidence of professional liability insurance, issued by an insurance carrier licensed to provide such coverage, to compensate the DISTRICT for all negligent acts, errors and omissions by CONSULTANT, its agents, employees, and its consultants arising out of this Agreement in an annual aggregate amount of not less than One Million Dollars (\$1,000,000) per claim.

**6.3** Proof of all insurance coverages shall be submitted by CONSULTANT to the DISTRICT at the time this contract is signed and promptly when a material change in coverage, carriers, or underwriters occurs. The continued maintenance in full current force and effect of such coverage shall be a condition precedent to the DISTRICT's obligation to pay under this Agreement. CONSULTANT shall provide written notice to the DISTRICT at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the aforementioned policies.

**6.4** CONSULTANT agrees to name the DISTRICT as an additional insured on any and all policies of insurance as required herein, unless otherwise prohibited by law.

**7. Early Termination:**

**7.1** Either party may terminate this Agreement at any time upon \_\_\_\_\_ days written notice. In the event this Agreement is terminated, CONSULTANT shall be paid pro rata for the services rendered up to the date of termination which will be determined as follows:

**ADD METHOD OF CALCULATION HERE. THIS MUST BE CONSISTENT WITH THE METHOD OF PAYMENT SET FORTH IN**

**PARAGRAPH 4 ABOVE – FOR EXAMPLE, IF A PER DIEM RATE IS USED, THE PRO RATA AMOUNT SHOULD BE BASED ON THE NUMBER OF DAYS OF SERVICES COMPLETED.**

**7.2 (ADD THIS SECTION IF EXPENSES ARE REIMBURSED UNDER SECTION 4.1.1 ABOVE)** Upon termination, CONSULTANT shall be reimbursed for all previously approved expenditures made in good faith in accordance with the terms of this Agreement, provided that these expenditures are supported with proper detailed financial documentation.

**7.3** All information obtained and reports produced by CONSULTANT shall be returned to the DISTRICT prior to the DISTRICT releasing final payment.

**8. Certifications, Licenses, Permits & Approvals:**

CONSULTANT shall obtain and maintain all certifications, licenses, permits and approvals as required by State and federal law that are necessary to perform the services under this Agreement. CONSULTANT shall supply the DISTRICT with proof of all such certifications, licenses, permits and approvals prior to implementation of this Agreement. CONSULTANT represents that any personnel provided by his/her/it for services under this Agreement are certified and licensed in accordance with State law to perform the services under this Agreement. If any said certifications, licenses and/or permits are revoked or put in jeopardy of being revoked, CONSULTANT shall notify the DISTRICT immediately.

**9. Independent Contractor:**

It is specifically understood that CONSULTANT is an independent contractor and nothing in this Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, CONSULTANT, its agents, employees and representatives shall at all times remain in an independent contractual relationship with the DISTRICT.

**10. Assignment:**

CONSULTANT shall not assign the whole or any part of its obligations under this Agreement without the written consent of the DISTRICT.

**11. Professional Conduct:**

CONSULTANT and its providers shall comply with all State and federal laws and regulations, DISTRICT policies, procedures, rules and regulations in the performance of the services under this Agreement. The DISTRICT has the right to require the substitution of particular personnel provided by CONSULTANT



under this Agreement and that CONSULTANT provide a replacement. CONSULTANT shall promptly replace such personnel.

**12. Applicable Laws:**

CONSULTANT shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6A:7-1.1 et seq., as well as any and all other applicable state, federal and local law(s), rules, statutes, ordinances and any other applicable law.

**13. Governing Law and Jurisdiction:**

This Agreement and all of the rights and obligations of the parties shall be governed by the laws and courts of the State of New Jersey. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction venued in Passaic County, New Jersey. Only upon mutual agreement of both parties to this Agreement may a claim, dispute or other matter be submitted to mediation or arbitration as an alternative to civil litigation.

**14. Notices:**

Notices regarding disputes or issues under this Agreement shall be in writing and sent to

As to CONSULTANT:  
Vendor/Consultant  
Attention:  
Name  
&  
Address

As to the DISTRICT:  
State-Operated School District of the City of Paterson  
Attention: Business Administrator  
33-35 Church Street  
Paterson, New Jersey 07505

Copy to the State District Superintendent

**15. Equal Employment Opportunity:**

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 or sex. Except with respect to affectional or sexual orientation, 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, affectional or sexual orientation 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 the 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 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, affectional or sexual orientation 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, affectional or sexual orientation 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 Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**16. Entire Agreement and Amendment:**

This Agreement represents and contains the entire terms of the agreement between the parties, and shall supercede and replace all prior agreements or discussions between the parties. This Agreement cannot be altered or amended except by a signed written instrument executed by the parties.

**17. Indemnification:**

CONSULTANT shall indemnify and hold harmless the DISTRICT, its servants, agents, officials and employees for all damages, losses, claims, suits, actions, judgments, which may hereafter be brought against any or all of them, that arise as a result, in whole or in part, of the intentional acts, negligence, errors, omissions, or failure to perform by CONSULTANT, its employees, agents or its consultants. Said damages shall include, but not be limited to, court costs and attorneys' fees.

**18. Severability:**

The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.

**19. Waiver:**

The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provision. The DISTRICT's failure at any time to require strict compliance by CONSULTANT with any of the provisions hereof shall not waive or diminish DISTRICT's right thereafter to demand strict compliance therewith.

**THE FOLLOWING PARAGRAPHS SHOULD BE INCLUDED IF CONSULTANT AND/OR HIS/HER/ITS EMPLOYEES/AGENTS ETC. WILL HAVE REGULAR CONTACT WITH STUDENTS DURING THE COURSE OF THE WORK PERFORMED UNDER THIS AGREEMENT**

**20. Criminal Background Checks:**

**20.1** CONSULTANT shall certify under oath that there is no criminal history record information on file with the Federal Bureau of Investigation, Identification Division, or the State Bureau of Identification, which disqualifies \_\_\_\_\_ or (him/her) any person providing services hereunder from entering into this Agreement with the DISTRICT.

**20.2** CONSULTANT shall, in accordance with law, ensure that a criminal background check has been performed on all of its employees, agents and representatives that will provide services under this Agreement. CONSULTANT will provide the DISTRICT with all such information in a timely manner.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals the day and date first above written.

Vendor

State-Operated School District  
of the City of Paterson

\_\_\_\_\_  
Name, **President (if corp.)/  
Partner (if partnership)**

\_\_\_\_\_  
State District Superintendent

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

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

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

# 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.**

\* 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.”

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature	Printed Name	Title
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**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**Continuation Page**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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

Page \_\_\_ of \_\_\_\_\_

Vendor Name:

<b>Contributor Name</b>	<b>Recipient Name</b>	<b>Date</b>	<b>Dollar Amount</b>
			\$

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

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

**County Name: Passaic**

State: Governor, and Legislative Leadership Committees

Legislative District #: 26, 34, 35, 36, & 40

State Senator and two members of the General Assembly per district.

**County:**

Freeholders  
Surrogate

County Clerk  
Registrar of Deeds

Sheriff

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

Bloomington Borough  
Clifton City  
Haledon Borough  
Hawthorne Borough  
Little Falls Township  
North Haledon Borough

Passaic City  
Paterson City  
Pompton Lakes Borough  
Prospect Park Borough  
Ringwood Borough  
Totowa Borough

Wanaque Borough  
Wayne Township  
West Milford Township  
West Paterson Borough

**Boards of Education (Members of the Board):**

Bloomington Borough  
Clifton City  
Haledon Borough  
Hawthorne Borough  
Lakeland Regional  
Little Falls Township  
North Haledon Borough

Passaic City  
Passaic County Manchester Regional  
Passaic Valley Regional  
Paterson City  
Pompton Lakes Borough  
Prospect Park Borough  
Ringwood Borough

Totowa Borough  
Wanaque Borough  
Wayne Township  
West Milford Township  
West Paterson Borough

**Fire Districts (Board of Fire Commissioners):**

None



## STOCKHOLDER DISCLOSURE CERTIFICATION

**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.

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

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:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2 __.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

**STATE OF NEW JERSEY**  
**Division of Contract Compliance & Equal Employment Opportunity**  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

**SECTION A – COMPANY IDENTIFICATION**

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		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input style="width:50px;" type="text"/>				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width:100px;" type="text"/>				
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY	STATE	ZIP CODE
<b>Official Use Only</b>	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER	

**SECTION B – EMPLOYMENT DATA**

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.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
<b>TOTAL</b>														
<b>Total employment From previous Report (if any)</b>														
<b>Temporary &amp; Part-Time Employees</b>	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C – SIGNATURE AND IDENTIFICATION**

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)

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

### Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

## TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

**NJ Department of the Treasury**  
**Division of Contract Compliance & Equal Employment Opportunity**  
**P.O. Box 209**  
Trenton, New Jersey 08625-0209      Telephone No. (609) 292-5475

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 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).

**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 on page 4.

<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.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. 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 the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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), 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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system 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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

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

### 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. 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>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<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 second 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* on page 1.

**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.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



*Paterson Public Schools  
33-35 Church Street  
Paterson, NJ 07505*



Phone: (973) 321-0726

Fax: (973) 321-0378

## **BIDDERS LIST APPLICATION**

(Purchasing Database **ONLY**)

In order to receive annual and periodic bids vendors must be eligible. To be eligible please complete this form. If you have any questions please consult with the Purchasing Department.

To obtain additional information on "How To Do Business with Paterson Public Schools", call the Purchasing Department at (973) 321-0726. Also you can access our website at [www.paterson.k1.nj.us/~purchasing](http://www.paterson.k1.nj.us/~purchasing) or contact us via email to [joman@paterson.k12.nj.us](mailto:joman@paterson.k12.nj.us).

<b>Company Name:</b>		<b>Tax ID No:</b>	
<b>Address</b>			
<b>Address</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Contact Person:</b>			

<b>Telephone:</b> (     )	<b>Fax:</b> (     )
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<b>Email:</b>	<b>Website:</b>
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**Please specify what type of bids proposal(s) you would like to receive**

<b>Commodity 1:</b>	<b>Commodity 2:</b>
<b>Commodity 3:</b>	<b>Commodity 4:</b>
<b>Commodity 5:</b>	<b>Commodity 6:</b>

- Do you have a State Contract? (Y/N) \_\_\_\_\_ Contract Number: \_\_\_\_\_
- Is your company debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey? Y/N \_\_\_\_\_  
If Yes, Explain: \_\_\_\_\_
- Have you received a contract(s) from PPS before? (Y/N) \_\_\_\_\_
- Is your company classified as a **Minority Owned Business**? (Y/N) \_\_\_\_\_
- Is Your company incorporated (Y/N) \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_