

MONTGOMERY TOWNSHIP BOARD OF EDUCATION

1014 ROUTE 601

SKILLMAN, NJ 08558

SEALED BID

B21-08, Band Uniforms for the Montgomery High School

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
NOTICE TO BIDDERS**

The Montgomery Township Board of Education will accept sealed bids until **11:00 A.M.** on **Thursday, May 6, 2021**, and will be publicly opened and read thereafter in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558, for the following:

B21-08, Band Uniforms for the Montgomery High School

The bid package may be examined at the office of the School Business Administrator/Board Secretary as stated above and each bidder, thereof, may obtain one copy. Requests may be made to (609) 466-7635 or the District Homepage, www.mtsd.k12.nj.us, click-on Departments/Business Office/Bids.

Due to the Coronavirus (COVID-19) the Montgomery Township Board of Education is requesting that all bidders deliver or have their bids delivered to the **“lockbox”** at door labeled **AD41** at the Administration Building. If the bidder delivers their bid via UPS, FedEx etc. it must be delivered **“Signed Receipt Not Required”** because no one will be available to receive bids. Further details can be found on the District Homepage, www.mtsd.k12.nj.us, click-on Departments/Business Office/Bids.

Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, **clearly marked with the bid description and bid number**, and addressed to Alicia Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. Sealed bids must be delivered to the Administration Building on or before the time and date stated above. The Montgomery Township Board of Education assumes no responsibility for bids mailed incorrectly or misdirected in delivery.

Bidders shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, over \$2,000.00 but not in excess of \$20,000, payable to the Montgomery Township Board of Education.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. If applicable the bidders are required to comply with the Prevailing Wage Law as required under Chapter 150 of the laws of 1963, State of New Jersey.

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., pertaining to the “Public School Contracts Law”.

Alicia M. Schauer
School Business Administrator/Board Secretary
April 15, 2021

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944**

B21-08, Band Uniforms for the Montgomery High School

Instructions to Bidder

General

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for band uniforms for the Montgomery High School. These specifications for the provision or performance of goods or services have been drafted in a manner to encourage free, open and competitive bidding.

The Montgomery Township Board of Education will accept sealed bids until **11:00 A.M.** on **Thursday, May 6, 2021**, in the office of the School Business Administrator/Board Secretary, Administration Building, 1014 Route 601, Skillman, New Jersey, 08558. Bids must be submitted on the standard proposal form in the manner designated therein and required by the specifications. Bids must be enclosed in sealed envelopes bearing the name of the bidder on the outside, clearly marked with the bid description and bid number, and addressed to Alicia M. Schauer, School Business Administrator/Board Secretary of the Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey 08558. No bids, under any circumstances shall be accepted after the stated time in the "Advertisement". Any bidder who mails their bid accepts responsibility for any delay in delivery, including, but not limited to, delivery to wrong address.

Due to the Coronavirus (COVID-19) the Montgomery Township Board of Education is requesting that all bidders deliver or have their bids delivered to the **“lockbox”** at door labeled **AD41** at the Administration Building. If the bidder delivers their bid via UPS, FedEx etc. it must be delivered **“Signed Receipt Not Required”** because no one will be available to receive bids. Further details can be found on the District Homepage, www.mtsd.k12.nj.us, click on Departments/Business Office/Bids.

The bid opening will be held remotely. If you would like to attend the remote bid opening please contact Alicia M. Schauer, School Business Administrator at aschauer@mtsd.us. A link will be forwarded to you prior to the bid opening,

The bidder is required to complete all spaces called for on the proposal form. Omission of any information will result in the bidder’s proposal being considered as non-responsive.

At the time of the opening of the bids, each bidder will be presumed to have examined and to be thoroughly familiar with the specifications (including all Addenda). The failure of or omission of any bidder to receive or examine the instruction documents or specifications, the work to be performed and materials to be furnished shall in no way relieve such bidder from obligation in respect to the bid. No consideration will be given for any misunderstanding as to the work, cost, and materials required, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements.

In the event there is a discrepancy between the unit price and the extended total, the unit price shall govern. The Board of Education reserves the right to increase/decrease quantities at the accepted unit prices for the time period specified. Prices shall include proper packing and inside delivery F.O.B. destination to the Montgomery Township Board of Education's designated points. If delivery is not made within sixty (60) days after receipt of order, unless otherwise noted, the Montgomery Township Board of Education reserves the right to cancel the order and award to the next lowest responsible bidder. Bid prices are firm and cover the period designated in the Specification/Price Sheet and Proposal Form.

Failure to change the description as indicated shall be interpreted to mean that the bidder intends to furnish the particular make of article called for in these specifications and the Montgomery Township Board of Education shall insist upon delivery of the specified item. When the specifications list more than one manufacturer for a specified item, the bidder is required to indicate which manufacturer and number listed he intends to furnish. Where the bidder to the contrary makes no indications, it is to be understood that the bidder can supply all the brands listed in the specifications.

All supplies or services are subject to examination by agents designated by the Board of Education. The Board of Education shall reserve the right to reject any and all products that do not meet the specifications. The supplier shall pick up any rejected product immediately and promptly replaced with a product, which meets all specifications.

The Board of Education shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Board of Education, be held for consideration for such longer period as may be agreed (18A:18A-36, a.). The Board of Education reserves the right to reject all bids pursuant to N.J.S.18A:18A-22. Bidders are required to comply with the requirements of the Public Schools Contracts Law, N.J.S.A. 18A:18A-1, et seq., P.L. 1975, C. 127 (N.J.A.C. 17:27).

American Goods, Brand Names, Proprietary Goods or Services, Etc.

All contracts for work for which the Montgomery Township Board of Education will pay any part of the cost or work which by contract will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work (N.J.S.A.18A:18A-20).

The vendor shall maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request (N.J.S.A. 52:15C-10/N.J.A.C. 17:44-2.2).

Whenever a "brand name" is stated in all cases "brand name or equivalent" is implied except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased stipulating the proprietary goods or services in the bid specification when the special need for such copyrighted proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is to be awarded (N.J.S.A.18A:18A-15).

In the performance of the work the vendor and all subcontractors shall use domestic materials. But if the Montgomery Township Board of Education finds that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be granted.

Interpretation and Addenda

Clarifications, request for interpretation or questions will be accepted no later than ten (10) days, Saturday, Sundays, or holidays excepted, prior to the date for the acceptance of bids and shall be forwarded to Alicia M. Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558. Any and all such clarifications, interpretations, answers to questions and any supplemental instructions will be sent in the form of written addenda to the specifications to any person who submitted a bid or who has received a bid package in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender.

Notice of all addendums shall be published no later than seven (7) days, Saturday, Sundays and holidays excepted, prior to the date for acceptance of bids, in an official newspaper of the Montgomery Township Board of Education and be provided to any person who submitted a bid or who has received a bid package will be forwarded to the prospective bidders in one of the following ways (a) in writing by certified mail, (b) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful or (c) by a delivery service that provides certification of delivery to the sender (N.J.S.A. 18A:18A-21 c. 1).

Failure of any bidder to whom addenda is sent fails to receive such addenda shall not relieve any bidder from any obligation under his bid submitted; all addenda so issued shall become part of the contract document. Failure of the Montgomery Township Board of Education to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file shall not be considered failure by the Board of Education to provide notice.

Challenges

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with Alicia M. Schauer, School Business Administrator/Board Secretary, Montgomery Township Board of Education, 1014 Route 601, Skillman, New Jersey, 08558, no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and have no impact on the Board of Education or the award of a contract (N.J.S.A.18A:18A-15).

Statutory and Other Requirements

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. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Exhibit A in this specification.

Goods, Professional Services and General Service 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:

1. A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor's Employee Information Report, Form AA-302 by the Division.
3. The successful contractor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Americans with Disabilities Act of 1990

The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

New Jersey Anti-Discrimination

The contract for this proposal shall require, if the bidder is awarded a contract or subcontract for the purposes of the contract, the bidder or anyone working for the bidder or contractor or subcontractor, agrees that they will not discriminate against any person who is qualified and ready to perform the work or, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as provided in this specification, New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq.

Bid Security/Guarantee; Bid Bond, Cashier's Check or Certified Check

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable to the Montgomery Township Board of Education.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey. All bid bonds submitted must be signed and witnessed with original signatures. The Montgomery Township Board of Education will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for rejection of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. (*Please note:* The name, address and phone

number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Montgomery Township Board of Education.)

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 18A:18A-36. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A.18A:18A-24.

Failure to submit a bid guarantee shall result in rejection of the bid. Uncertified business checks, personal checks or money orders are not acceptable and shall also result in rejection of the bid.

Statement of Ownership Disclosure Certification

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, including construction bids, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the ten percent ownership, has been listed. Disclosure must also be provided for individual stockholders who own more than 10 percent, if the business is owned by a publicly owned corporation. In this case, disclosure is met by providing a web link or reference to a US Security Exchange Commission (or similar foreign regulator for a non-US corporation) ownership filing statement.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after proposals have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

State of New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, a Contracting Agency is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of the contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts – For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

The requirement that a contractor provide proof of business registration or providing the contracting agency with sufficient information for the contracting agency to verify proof of registration of the contractor or named subcontractors must be submitted to the Purchasing Department by 12:00 Noon on the third Wednesday of each month. Failure to comply with this request will result in the rejection of your bid or request for proposal.

W-9, Request for Taxpayer Identification Number and Certification

The W-9, Request for Taxpayer Identification Number and Certification, is requested by the Montgomery Township Board of Education.

Political Contribution Disclosure (Pay-to-Play)

In accordance with c. 271, L. 2005, the Montgomery Township Board of Education will require from all business entities submitting proposals, or with whom the Board is negotiating or considering an appointment, a list of political contributions (as defined below) made by the entity (including certain company officials and their spouses) during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. This requirement will be strictly enforced with respect to all covered contracts,

including appointments at the annual reorganization meeting of the Board. The list must accompany your proposal or must be provided no later than ten (10) days prior to the Board's approval of the contract.

This requirement applies to individuals as well as to any form of business entity. The only exceptions are for the following:

1. Contracts having an anticipated value of \$17,500.00 or less are exempted; and
2. Emergency contracts are exempted.

It is your responsibility to prepare and file the list of political contributions and to make certain that the list complies with the law. Your failure to do so will preclude consideration of your appointment or contract for services. Please be advised that the political contributions list you submit to the Montgomery Township Board of Education must include all contributions made to any State, county or municipal committee of any political party; to any legislative leadership committee; to any candidate committee of a candidate for, or holder of, an elective office of this Board of Education and of any other public entity located in Somerset County or located in the 16th Legislative District.

You are obligated to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission if you receive contracts in excess of \$50,000.00 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.

Disclosure of Investment Activities in Iran

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 enclosed in the bid 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 District finds a person or entity to be in violation of the principles which are the subject of this law, they 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.

Federal Clean Air Act

The contractor providing service shall, in all aspects, comply with the Federal Clean Air Act. This is to say that the contractor's service personnel are to be thoroughly and properly trained, equipped, and keep all proper records for compliance with the Act. The contractor shall take all necessary steps to insure that all work done for the Board of Education is done in compliance with the Federal Clean Air Act. The service companies shall furnish to the Board of Education copies of all training and service as well as other necessary documentation as proof of compliance with the law if applicable.

The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixture shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the

Chemical Abstracts Service number of all the components of the substance or mixture and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished. General information and labeling assistance can be found on the New Jersey Department of Health and Senior Services Right to Know Program website at: www.nj.gov/health/eoh/rtkweb/.

Harassment, Intimidation and Bullying (“Anti-Bullying Bill of Rights Act”)

Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District’s anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District shall provide to all contracted service providers and their employees a copy of the District’s anti-bullying policy and information regarding the policy.

Award

The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Specifications, provided their bid is reasonable and it is to the interest of the Board to accept it. Awards shall be made on each item, and group of items or for the entire bid, whichever the Board deems as being in its best interest. The bidder to whom the award is made will be notified at the earliest practical date.

Payment

The terms of payment, under which bids are solicited and to which all bidders offering proposals under these specifications agree, are: Net cash upon proper presentation of the amount stated in the contract and covered by formal order and necessary action by the Board of Education. Billings are to be made for only that part of the order, which is completed.

Termination of Contract

If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the owner shall thereupon have the right to terminate this 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. Notwithstanding the contractor shall not be relieved of liability of the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold 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.

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. In the case of default by the successful bidder, the owner may procure the articles or services from other sources and hold the successful bidder responsible for the excess cost.

Checklist

As a courtesy, the Board has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

- _____ Affirmative Action Language – Exhibit A
- _____ Bid Security/Guarantee; Bid Bond, Cashier’s Check or Certified Check
- _____ Statement of Ownership Disclosure Certification
- _____ Non-Collusion Affidavit
- _____ State of New Jersey Business Registration Certificate
- _____ W-9, Request for Taxpayer Identification Number and Certification
- _____ Political Contribution Disclosure (Pay-to-Play)
- _____ Disclosure of Investment Activities in Iran
- _____ Acknowledgment of Receipt of Addenda
- _____ Bidders Evaluation Form
- _____ Deviation Form
- _____ Certification of Fabric
- _____ Certification of Proof of Fabric Stabilization
- _____ Specifications/Proposal Form

(REVISED 1/16)

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

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

The successful contractor shall submit to the public agency, the EEO/AA evidence with your proposal or after notification of award but prior to execution of goods, professional services and general services contract, one of the following three documents as forms of evidence:

- (a) A Letter of Federal Approval indicating that the contractor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the contractor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,

_____ Yes _____ No

- (b) A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The contractor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the contractor’s Employee Information Report, Form AA-302 by the Division. Or,

_____ Yes _____ No

- (c) The successful contractor shall complete an Initial Employee Report, Form AA-302, submit it to the Division and forward a copy of the form to the Public Agency.

_____ Yes _____ No

If you answered **NO** to the questions above, Form AA-302 can be electronically provided by the Division and distributed to the public agency through the Divisions website: www.state.nj.us/treasury/contract_compliance along with the required check in the amount of \$150.00 payable to The Treasurer, State of New Jersey, this fee is non-refundable. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

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 et seq. and agrees to furnish the required forms of evidence. The undersigned contractor further understands that his/her proposal 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. et seq.

Company Name _____

Name _____

(Print)

Signature _____

Title _____ Date _____

If your Letter of Federal Affirmative Action Plan Approval or your State of New Jersey Certificate of Employee Information Report is available, please attach to this document.

**Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 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 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 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 proceedings 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 a law.

**New Jersey Anti-Discrimination Provisions
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, _____ and as Surety, is _____ hereby held
and firmly bound unto _____ as Owner, in the Penal Sum of (\$ _____)
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this ____ day of _____ 20____

The condition of the above obligation is such that whereas the Principal has submitted to
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing
for the

NOW THEREFORE,

- A. If said bid shall be rejected or in the alternative,

- B. If said bid shall be accepted and the Principal shall execute and deliver a
contract properly completed in accordance with said bid and shall furnish a
bond for his faithful performance of said contract, and for the payment of all
persons performing labor or furnishing materials in the connection therewith,
and shall in all other respects perform the agreement created by the acceptance
of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it
being expressly understood and agreed that the liability of the surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which
the Owner may accept such bid; and Surety does hereby waive notice of any such extension. '
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Witness

Principal

BY: _____
Witness

Surety

Attorney-in-Fact

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS
IN NEW JERSEY AND NOT BY
THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Business: _____

Address of Business: _____

Part I

Check the box that represents the type of business organization:

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% or greater interest therein, as the case may be. **(Complete the list below in this section.)**

OR

- No one stockholder in the corporation owns 10% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be. **(Skip to Part IV)**

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

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

Part III

Disclosure of 10% or greater ownership in the Stockholders, Partners or LLC members listed in Part II

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

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

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

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

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

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

Part IV

Certification

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

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

Non-Collusion Affidavit
N.J.S.A. 52:34-15

I, _____ residing in _____
(name of affiant) (name of city, town or municipality)

in the County of _____ and State of _____ being
of full age and 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. Further, the 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. All statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey and the Montgomery Township Board or Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of contractor)

Subscribed and sworn to

before me this _____ day

of _____, 2____

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
	- -
or	
Employer identification number	
-	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

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

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

Privacy Act Notice

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

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. 52:34-25(b) 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.

¹ 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.”

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466-7601
FAX: (609) 466-0944

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

County Name: Somerset

State: Governor, and Legislative Leadership Committees

Legislative District #s: 16, 17, 21, & 22

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

County:

Freeholders

County Clerk

Sheriff

Surrogate

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

Bedminster Township
Bernards Township
Bernardsville Borough
Bound Brook Borough
Branchburg Township
Bridgewater Township
Far Hills Borough

Franklin Township
Green Brook Township
Hillsborough Township
Manville Borough
Millstone Borough
Montgomery Township
North Plainfield Borough

Peapack-Gladstone Borough
Raritan Borough
Rocky Hill Borough
Somerville Borough
South Bound Brook Borough
Warren Township
Watchung Borough

Boards of Education (Members of the Board):

Bedminster Township
Bernards Township
Bound Brook Borough
Branchburg Township
Bridgewater-Raritan Regional
Franklin Township
Green Brook Township

Hillsborough Township
Manville Borough
Millstone
Montgomery Township
North Plainfield Borough
Rocky Hill
Somerset Hills Regional

Somerville Borough
South Bound Brook
Warren Township
Watchung Borough
Watchung Hills Regional

Fire Districts (Board of Fire Commissioners):

Bridgewater Township Fire District No. 1
Bridgewater Township Fire District No. 2
Bridgewater Township Fire District No. 3
Bridgewater Township Fire District No. 4
Franklin Township Fire District No. 1
Franklin Township Fire District No. 2
Franklin Township Fire District No. 3

Franklin Township Fire District No. 4
Hillsborough Township Fire District No. 1
Montgomery Township Fire District No. 1
Montgomery Township Fire District No. 2

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature
Printed Name
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$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)

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid Number: _____

Name of Bidder: _____

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 District finds a person or entity to be in violation of the principles which are the subject of this law, they 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,

OR

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 Montgomery Township Board of Education 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.**

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

1

Disclosure of Investment Activities in Iran (cont'd)

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 Montgomery Township Board of Education 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 Board to notify the Board 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 Montgomery Township Board of Education and that the Board at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Montgomery Township Board of Education

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda Received**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 - 7601
FAX: (609) 466 - 0944**

B21-08, Band Uniforms for the Montgomery High School

General Specifications

Your company is hereby invited to submit a bid on the items and quantities as described further in this specification. Please return the bid form page(s) with your official bid. If you are unable to submit a bid at this time, and if you wish to remain on our list of potential suppliers, simply send us a written explanation.

Deviations from this specification are not anticipated. Deviations must be documented. Unless fully documented, such deviations may disqualify a bidder at the discretion of the Montgomery Township Board of Education.

In setting forth these specifications it is the intention of the Montgomery Township Board of Education to offer equal opportunity to all bidders. Styles referred to by number and the company name are for descriptive purposes only and are not restrictive. The Montgomery Township Board of Education feels that specified styles, material, linings and sundry items are equally available to all reputable manufacturers.

Bidder is to furnish itemized quotations showing the cost of each item, the total price per uniform, and the total price of the entire order. Factors to be considered when determining the best value for the Montgomery Township Board of Education are to be quality of the garment, service and responsibility of the company and their representative, as well as price.

Bidder is to furnish a full time sales representative to handle all details of the order. This includes measuring and servicing, "after the sale". Bidder is to provide name, address and phone number of representative or representatives who are to be responsible for handling the order.

In submitting your bid, specify the time required for delivery of the complete order after receipt of all details.

Samples

Your bid, to be considered, is to be accompanied by a completed sample uniform in accordance to the exact specifications. Each bidder's interest in meeting these specifications is to be reflected in their willingness to manufacture this pilot sample and to make it available at the Administration Building prior to the time and date of the official bid opening. Exact samples are also required to insure that the district can expedite this purchase soon after the award. *The sample uniform provided is to be a male size 38 regular.* The Montgomery Township Board of Education reserves the right to inspect the workmanship of the sample, its inner construction in particular, and for this purpose will open the lining if necessary.

CONSTRUCTION AND MANUFACTURING SPECIFICATIONS

A. GENERAL

Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size from the information supplied by the company representative. This is done for a better year to year fitting program and allows more fitting flexibility. Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

B. SHIPPING

Uniforms are to be shipped on wishbone style hangers. Hangers are to be hard plastic, not wood. Wooden hangers have a tendency to pick and pull the basic fabric, and they are not acceptable. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in 200 lb. Test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from disengaging from the metal structure. Each carton will be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.

C. IDENTIFICATION

Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Coats, trousers, and blouses are to have woven numerals. Trousers are to include inseam and waist information for future reference; coats shall have chest size and length indicated on a linen ticket. The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

D. INSPECTION

All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut and specifications, trim and details to be critically checked for each individual garment before shipment. Buttons to be applied and sewn at that time.

E. VERIFICATION OF FABRIC PROCESSING AND STABILIZATION

Any dacron/wool blend fabric from any vendor must be professional cold water and alcohol sponged, decated, and inspected. Bidder must submit in writing, certification that dacron/wool blend fabric will have undergone this fabric stabilization prior to manufacture of the uniforms. Also, such certification should be submitted in writing by an officer of the bidding company. The company actually performing the stabilizing process must be indicated, with an individual or officer of said company to contact for verification of processing. As dacron/wool garments having not undergone such processing can experience significant and excessive shrinkage, bidders not providing such a sponging treatment and certification in this bid will be disqualified.

COAT SPECIFICATIONS

1. PATTERNS

- a. Patterns are to be marked, graded, and cut using a computerized system to insure accuracy.
- b. Patterns are to cover a full range of sizes, including male, female, short, regular, long, and extra-long from size 26 to 60.

2. INNERLINING

- a. The innerlining is the foundation of the coat and is to carry with it a complete limited lifetime warranty.
- b. The innerlining is to consist of 4 layers.
- c. The principle layer of the coat front is formed of preshrunk highly resilient natural hair canvas of 7.5 ounce per square yard. The hair content is 32% with 36% rayon, 29% cotton, and 3% polyester. The weft and filling yarns are spun from 45% hair, 50% rayon, and 5% polyester to provide superior shaping resilience and bounce. The Hymo canvas is cut and individually shaped to fit each coat, both the left and right coat fronts.
- d. The second layer is an additional chest piece of 4.53 ounces per square yard Monoflex. It is to be 6 " x 7 1/2" in dimension and darted in armhole area. This piece is specifically designed as a shoulder reinforcement in finely tailored garments to maintain the shape of the shoulder and chest area of the coat.
- e. The third layer is unique, being of the same natural hair canvas as the coat front, deeply darted in the upper armhole area to provide natural shape. It is wider than the Monoflex and extends deep into the coat front for resiliency in this area.
- f. The fourth layer, or felt chest piece area, is a heavy 4.2 ounces per square yard needle punched, supported felt. It extends 14" or more from the shoulder seam. Its shrink proof, non-woven characteristics adds more resilience to the chest and area below the armhole.
- g. The entire four-layered innerlining is sewn together with 18-21 rows of zigzag stitching.
- h. For white and translucent light colors of shell fabric, the innerlining is to be constructed as above with an additional top layer of white Poly-sil. This layer is used to prevent shadowing of the natural canvas through the outer shell fabric. It is to be 2.9 oz./sq. yd. and a construction count of 78 warp x 54 fill with a fiber content of 50% poly/50% preshrunk cotton.
- i. Under no circumstances is the Hymo and sewing operation to be substituted with a fusing or gluing operation.
- j. Under no circumstances is a white synthetic coat canvas to be used as an innerlining, in lieu of the specified Hymo/Monoflex layers.

3. SHOULDER PADS

- a. Shoulder Pads are to consist of heavy density, 100% PREMIUM grade preshrunk "Harsh" quality combed Indian cotton ("Harsh" quality being resilient, bouncy).
- b. It is a large semi-oval shape, approximately 10" x 7" on extended shoulder patterns. Dimensions for regular shoulder patterns are to be approximately 4 1/2" x 7 1/2".
- c. The entire pad is covered with a print cloth, and quilt stitched throughout to prevent wadding.
- d. Shoulder Pads consisting of multiple layers of needle-punched preformed polyester are not acceptable.
- e. Stay cloth is not acceptable for the shoulder pad, due to stiffness.

4. SLEEVEHEAD PAD

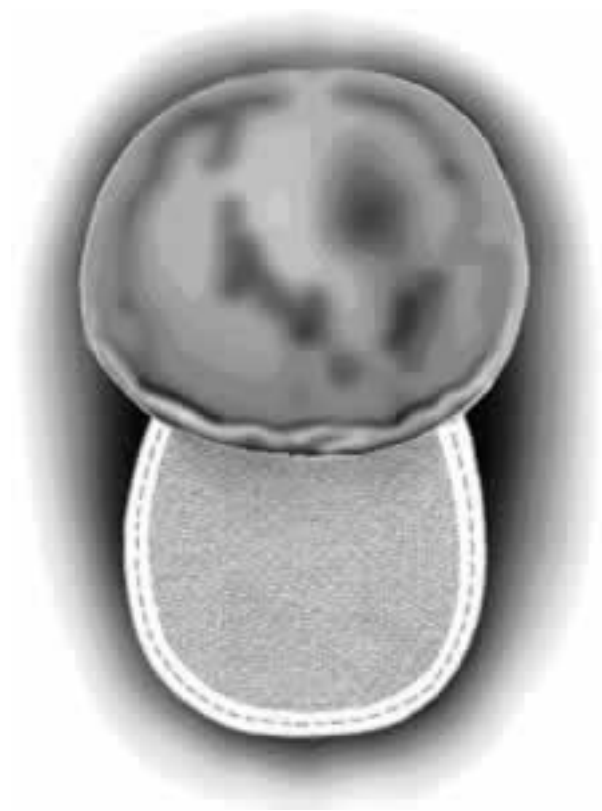
- a. There is a 1 3/4" sleeve head pad composed of a 65/35 Poly/Cotton woven cover sewn into the armhole of the coat assembly.
- b. It is reinforced with soft white 100% polyester needle punch filler.
- c. Strips of coat canvas are unacceptable for use as sleeve-head padding.

5. LINING

- a. Coat linings are to be cut from a separate set of patterns designed specifically to fit the particular style of coat. Linings are not to be cut from coat patterns and then cut down.
- b. Lining material is to be the highest quality BreatheFree Poly Twill. It contains moisture absorbing properties with immediate dry component. It will be non-toxic, perspiration resistant, color fast, and non-shrinkable. It is to be fully dry-cleanable.
- c. Its composition is to be 124 warp x 72 fill and it is to meet government specifications.
- d. There is a pleat down the center back in the shoulder area to allow fullness and access to buttons where applicable.
- e. The lining is COMPLETELY sewn around the armhole, NOT just tacked.

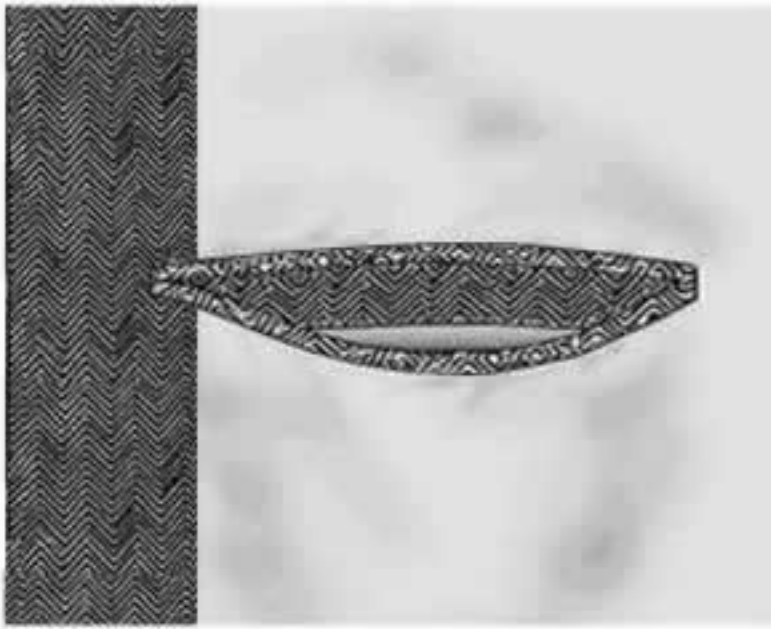
6. PERSPIRATION SHIELD

- a. The perspiration shield is secured in the lower part of the armhole and is approximately 4" square.
- b. It is made of an absorbent wool flannel, consisting of 85% wool and 15% nylon material. It is to be double sponged to prevent shrinkage.
- c. The shield is edged all around with a pre-shrunk bias poly/cotton finishing tape and completely sewn into the armhole area. Merely "tacking" the shield to the lining is not acceptable.
- d. Sweat shields will contain Sanogiene Anti-Microbial Protection. Sanogiene is an EPA approved patented technology providing the following properties:
 1. Controls and resists odors
 2. Retards the growth and action of bacterial odors
 3. Mildew resistant
 4. Prevents microbes from degrading uniform construction
 5. Long-lasting in excess of one hundred launderings in addition, the staining, degradation and loss of the performance properties of textile fibers are often the result of microbial attack. Sanogiene finish protects the fabrics from microbial contamination and growth. Sanogiene is an EPA registered product and meets requirements for US anti-microbial registration.
- e. Shields made of scraps from cutting the outer coat whipcord fabric are not acceptable.



7. POCKETS

- a. All inside pockets are to be cut, sewn, and turned automatically with a double piped lock-stitch machine and reinforced with a non-woven fabric.
- b. Pockets are to be constructed with hidden inside bartacks with welts of the same outer fabric as the coat.
- c. There is a 1 1/2" whipcord fabric extension down into the pocket, from the opening edges.
- d. Pocketing material is to be 70/30 poly/cotton, 50/50 in the warp and 100% poly in the fill.
- e. Pocket is to be "bagged" with no open seams at the bottom.
- f. Pockets made of lining or lightweight material are not acceptable.



8. TAPING

- a. Seams which are subject to usual stress, are to be taped with a preshrunk cross-wound cotton tailoring tape.
- b. Areas to be taped are down the inside coat front, extending around bottom sides and back, and around the armhole. There must be a 3-4" area at the upper back shoulder area of each sleeve seam, where the cloth tape is omitted. This allows proper "Stretch" across the shoulders during arm lift maneuvers.

9. SLEEVES

- a. The sleeve is to be "felled" into the top of the armhole, using a special felling stitch which allows fullness, evenness, flexibility and strength.
- b. The bottom half of the armhole is machine lock-stitched to give the greatest strength in this high stress area.
- c. Sleeves are to be cut utilizing a 60/40 pattern per fine tailoring or 50/50 split sleeve upon request. They will be pitched forward 3-4 degrees in the armhole to allow for the arm-lift associated with playing a musical instrument.
- d. The cuff, or hem, is to have a generous 2 1/2" turn-under consisting of fabric and lining secured and constructed to allow easy altering of sleeve length. This is done utilizing an "easy alter" chain stitch.
- e. On request, an adjustable hem feature is available. The ridged/grooved polyester snap-tape shall extend from the bottom of the hem 7" with a total of 5 male snaps and 5 female snaps (10 total snaps) and will be centered on both seams. This allows a 1/2" of adjustability with each snap for a total adjustment capability of 4 1/2". The snap tape will be back-tacked on each end with a 3/8 – 1/2" tack.

10. SHOULDER LOOPS

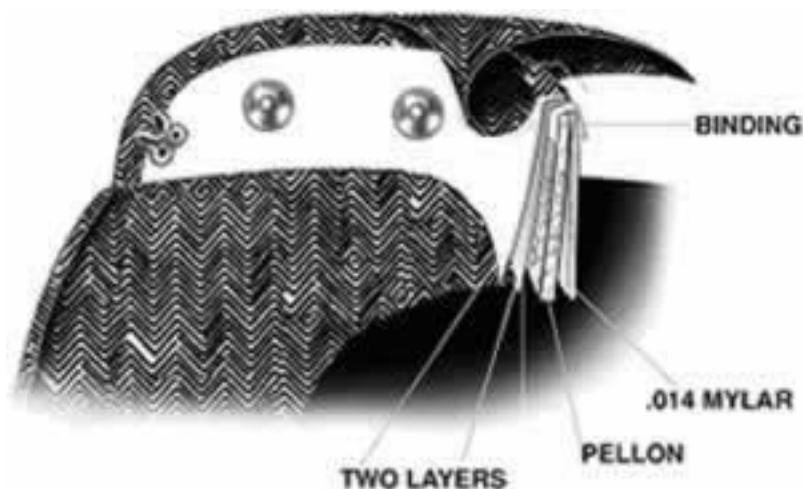
- a. Shoulder loops are to be die-cut to insure uniformity and are cut in two pieces.
- b. Shoulder loops are to be reinforced on each layer with heavy Pellon.
- c. They are sewn together on the inside, turned, and top-stitched all around the edge for body and durability.
- d. All buttons for attachment of shoulder loop and accessory items will be reinforced with backing buttons.

11. TRIM

- a. Coat front trim (braid, welts, appliques, embroidery, etc.) is to be applied only through the outer fabric. That is, it is NOT to be sewn through the chest piece four layer innerlining, nor the polyester twill coat lining. All trim is to be sewn before the lining is joined to the coat.
- b. Any trim using 1/4" unfilled tubular braid is to be applied with a FB or FBN corn straight 2 needle machine, then it is applied in cloverleaves, turned edges or other circular designs. The benefits of such application provide that the trim (A) lays flat to the fabric surface, and that (B) the stitching is equidistant from each edge along the entire border of the trim. Using a single needle stitch sewn twice is not acceptable. Trim applied with only one single needle stitch in the center is not acceptable.

12. HARD COLLAR

- a. The inner core foundation of the standing collar is .014 Mylar.
- b. There is a laminated layer of non-woven Pellon P15 on the inboard side of the entire foundation.
- c. A stainless steel riveted hook and eye is to be the front closure. The hook and eye are riveted through the Mylar, Pellon and two layers of collar lining material. It is to be placed at the optimum angle to insure proper tension and comfort.
- d. A "sewn" hook and eye is not acceptable.
- e. The collar lining consists of two layers of Burlington Mills Cramerton fabric, which is 65% polyester and 35% combed cotton, pre-shrunk and non-wicking.
- f. Seven male gripper snaps are placed through both layers of the collar lining material. The snaps are supported on the inside by the laminated non-woven Pellon which also serves as a protective layer between the Mylar and the snaps. Female gripper snaps applied to the collar lining are unacceptable.
- g. The outboard side of the standing collar is to be covered with a whipcord fabric, as specified by the design specifications.
- h. The top edge of the Mylar base is bound with Cramerton fabric and has a finished welted seam on each side. The whipcord fabric is doubled over the top of Mylar base, along with the two layers of collar lining, and stitched along the top edge. This 5-layer construction results in a "beaded" edge and serves as a protection all along the top edge of the liner. This is accomplished with a SINGLE row of locked stitching through the Mylar base.
- i. A single layer of fusing tape or bridle-tape is not sufficient protection in this area and is not acceptable.
- j. The bottom edge of the standing collar is to be sewn through and through, to attach the double layers of Cramerton lining to the outer layer of whipcord. This row of stitching is immediately below the bottom edge of the Mylar foundation.
- k. Construction of the collar in this manner provides the most dimensionally stable garment, without the additional rows of needle holes.
- l. Braid trim, fabric welt, and embroidery are to be applied to the outer fabric of collar before assembly. This prevents sewing the trim "through" the Mylar core with additional rows of needle holes.



13. COLLAR LINER

- a. The fabric used in the construction of the washable snap-in, replaceable liners is two layers of VISA treated polyester whipcord. The VISA treatment offers soil release properties in this washable part of the garment.
- b. The liner is to be die-cut in a curve to allow it to lie properly against the neck of the wearer.
- c. There are seven female gripper snaps evenly spaced and secured through both layers of liner fabric. These are to match up with male gripper snaps on collar lining.
- d. The top, bottom and rounded side edges of collar liner is to be bound with a finished binding of non-absorbent Cramerton fabric.
- e. There is to be a bartack at each end of the binding.
- f. The liner is to be positioned to extend 1/8" above the whipcord collar fabric.
- g. Each liner is to be sized to corresponding collar and numbered to match coat size.



14. SOFT COLLAR

- a. Soft collars, lapels, and outer pocket flaps are to be hand shaped and cut according to fine quality tailoring practices.
- b. Bridle tape is to be placed at the lapel roll, to retain smooth lines and afford a permanent shape.
- c. Under-collar felt is to be pre-biased 50% wool/50% Rayon composite.
- d. All edges are to be topstitched (with the exception of satin lapels) through and through, from the facing edge through coat front lapels and collar to the opposite edge. Topstitching is to be 1/8" from edge.

15. SEAMS

- a. Coat is to be completely machine stitched except in areas where specific tailoring requires other methods.
- b. The ends of all seams are to be backstitched not less than 1/4".
- c. Coat back is tailored with either a 2-piece back or 4-piece back, if needed, to facilitate insertion of contrasting color panels, trim, etc.

16. THREAD

- a. Threads for seaming are to be 50/3 cotton wrap core thread, 70/2 poly wrap core thread, or 100/2 poly wrap core thread based on the strength requirements of the type of seam.
- b. All threads are to be heat resistant, vat dyed, sun-fast, dry-cleanable and moisture proof.

17. BUTTONS/BUTTONHOLES

- a. High-quality metal buttons are to be used where specified and are to be attached by sewing, ring and washer, or toggle and washer.
- b. Buttonholes are to be manufactured using the cut-first method. The hole is to be cut-first, and the edge is to be covered with gimp and twist to cover the fabric and inner canvas edge. The back of the buttonhole is to be closed with a bartack reinforcement.

18. ZIPPERS

- a. Zipper is to be heavy-duty brass with an auto-locking pull-slide. Tape is to be 9/16".
- b. Zipper is to be bartacked top and bottom and sewn to facing surface, not sandwiched in between shell fabric and facing.

19. FUSING

- a. Certain trim designs call for added reinforcement. This is to be done with Thermal Bond non-woven polyamide 100% polyester 1.8oz/sq. yd. fusible. It is to "tear away" from areas not covered with braid or other trim.
- b. Use of Pellon SF134 as reinforcement for trim is unacceptable.
- c. The entire coat front outer fabric is to be reinforced, in addition to the "traditional" sewn innerlining, whenever looped braid designs are specified.
- d. When sleeve cuff trim is utilized, the lower sleeve is to be reinforced from the cuff bottoms, up as needed.

BIBBER TROUSER SPECIFICATIONS

1. PATTERNS

- a. Bibber trousers are to be cut in a full-length pattern, allowing extra fullness at the waist area to accommodate a generous fit throughout the range of sizes.
- b. They are to utilize both MALE and FEMALE patterns.
- c. There are to be two darts in the seat and waist area, measuring approximately 10" on a 38R sample.

2. SHOULDER STRAPS

- a. Bibber is to be adjustable at the shoulders by means of a one-piece molded indestructible polymer slider.
- b. Slider is to be permanently fixed to the double-ply shoulder straps.
- c. Straps are turned and finished with a lockstitch on each edge, set in 1/8".
- d. Width of shoulder strap is to measure no less than 1 1/2" and be a minimum of 14" in length for maximum adjustability.

3. INNERFACING

- a. The upper portion of the bibber is to have a generous innerfacing front and back will all exposed fabric edges tightly serged to prevent raveling.

4. FRONT CLOSURE

- a. The inside of the right fly is to be lined with a layer of durable polyester cotton material. It is to extend beyond the four-way crotch assembly.
- b. The left fly is to be reinforced with Pellon SF134W to provide permanent shape retention and durability. It is to be bound with a preshrunk, bias cut, tape for appearance and durability.
- c. There are to be three bartacks at the base of the fly for additional reinforcement; two vertical bartacks on the lower front fly interior and one horizontal bartack at the bottom of the lower front fly exterior.
- d. The fly zipper is to be SOLID BRASS of Y.K.K. quality. There is to be a #3 hardened brass wire stop at the base of the zipper.
- e. The front fly is to be secured at the top of the waistband with two stainless gripper snaps; placed above the zipper terminal. "Hook flex" is also available, if requested.

5. CROTCH

- a. There is to be a "four-way" crotch reinforcement consisting of 50/50% polyester-cotton pocketing cut on the bias for strength.
- b. There are to be four, two-ply sections, one on each side of the fly, seat seam and inseams.
- c. Crotch area is to be clean finished with no extra fabric extending from tops of inseams.
- d. Trousers having merely a two-way reinforcement or no reinforcement at all, are not acceptable.

6. LEGS

- a. Trouser legs are to be finished at the bottom with a 3" turn under to allow alteration for future growth.
- b. Legs are cut straight down from the knee, resulting in a circumference of 19" at the finished bottom edge (standard 38R size).
- c. The hem is to be taped all around with a pre-shrunk bias polycotton finishing tape, then blind stitched for appearance and ease of alterations. Taping all around provides a clean finished edge for full length use, as well as protecting the fabric edge completely. Simple flat taping with a rayon hem tape is unacceptable.
- d. Striping is centered over the outseam and NOT sewn into the seam. It is to run the full length of the leg, including the turn-up allowance at the bottom edge. It is to be finished "flat" at the cuff turn under edge, not folded under the edge.
- e. The outseam of each trouser leg is to be a triple safety serged seam, or "blue jean" stitch. This type of seam is much stronger than the traditional "busted" seam and adds strength and stability to the "stripe side" of the leg. Flat pressed or "busted" seams in this area are unacceptable.
- f. The inseam of each leg is to be a flat pressed or "busted" seam whereby both ends of the fabric are lockstitched together and pressed back flat. This is necessary to facilitate alteration of the trouser within the seat and upper thigh area.
- g. On request, an adjustable hem feature is available. The ridged/grooved polyester snap-tape shall extend from the bottom of the hem 12" with a total of 11 male snaps and 11 female snaps (22 total snaps) and will be centered on both inseam and outseam. This allows a ½" of adjustability with each snap for a total of 11" of adjustability. The snap tape will be back-tacked on each end with a 3/8 – 1/2" tack. Sideseams will be "clean finished".

7. SERGING

- a. All edges of seams and outlets are to be serged in a professional, high quality manner, eliminating the possibility of raveling.

8. THREADS

- a. Threads for seaming are to be 50/3 cotton wrap core, 70/2 poly wrap core, or 100/2 poly wrap core, based on the strength requirements of the type of seams.

9. POCKETS

- a. FOB watch pockets, when specified, are to be the same precreased pocket and are to be bartacked at the two upper corners.
- b. Pocketing material is to be 70/30 poly cotton; 50/50 in the warp and 100% poly in the fill.
- c. Pockets constructed in a "sandwiched" or "bagged" fashion are unacceptable.

HEADWEAR SPECIFICATIONS

Shell 30 FLAT TOP

* Fractional melt high-density polyethylene. Minimum normal wall thickness .050" * Preformed plume socket hole, and plume socket anchor * Contoured top edge for a better shape and fit * Blow molded for a consistent dimension

* One piece standard band fabrics * Computer graded, marked and cut * Double reinforced back seam from top to bottom .75" seam * All seams single needle lock stitch (301 lock stitch)

* 0.011" Ht-38 monofilament and Tkt. 70 threads at 5-7 S.P.I. * Sewn construction to attach outer cover to inner shell * No brads or staples in shell to avoid cracking, sharp edges or wearers discomfort * 1 piece #985 expanded support PVC marshmallow vinyl * Computer graded, marked and cut * Double reinforced back seam from top to bottom * All seams single needle lock stitch (301 lock stitch) * 0.011" Ht-38 monofilament and Tkt. 70 threads at 5-7 S.P.I. * Sewn construction to attach outer cover to inner shell * No brads or staples in shell to avoid cracking, sharp edges or wearers discomfort * Fused for embroidery decoration only #4310 thermal bond non-woven 100% polyester, 1.8oz/sq. yd., Polyamide Dot coating

Cover Top

* 1-piece standard band fabrics or #985 vinyl * Computer graded, marked and cut * All seams single needle lock stitch (301 lock stitch) * 0.011" Ht.-38 monofilament thread 8-10 S.P.I.

Top Band Straight

* Band Fabric, strip cut to 1.75" to finish 1.125" * .375" turn under on finished edge * All seams single needle lock stitch (301 lock stitch) * 0.011" Ht-38 monofilament or Tkt. 70 thread at 5-7 S.P.I. * .75" back seam for added strength * #985 expanded support PVC marshmallow vinyl * Strip cut to 1.75" to finish 1.125" * 0.011" Ht-38 monofilament or Tkt. 70 thread at 5-7 S.P.I. * .75" back seam for added strength

Bottom Band Straight

* Band fabric, strip cut to 1.75" to finish 1" * .375" turn under on both edges to finish 1" * All seams single needle lock stitch (301 lock stitch) * 0.011" Ht-38 monofilament or Tkt. 70 thread * Attach bottom band to inner shell 5-7 S.P.I. * Bottom band end tucked in and sewn across edge 3 times to prevent pulling out or fraying * Finished edge turn under 8-10 S.P.I. * Attach to inner shell at bottom to cover all attach visor stitching. Sweatband stitching and outer cover stitching * #985 expanded support PVC marshmallow vinyl * Strip cut to 1.75" to finish 1.125" * .375" turn under on bottom edge * All seam single needle lock stitch (301 lock stitch) * 0.011" Ht-38 monofilament or Tkt. 70 thread * Attach bottom band to inner shell 5-7 S.P.I. * Finished edge turn under 8-10 S.P.I. * Attach to inner shell at bottom to cover all attach visor stitching, sweatband stitching and outer cover stitching

Suspension Standard Vinyl Sweatband

* One Piece #985 expanded support PVC marshmallow vinyl – white or black * Computer graded, marked and cut * Finished hat sizes: X-Small, thru X-Large * Metal grommet reinforced, lace drawstring holes for long lasting wear ability Polypropylene tipped extra-long 32" polyester .09375" round drawstrings, white/black depending on suspension vinyl color

Standard Visors

* High-density polyethylene, ultraviolet inhibitor, pigment stabilized color matched. Minimum normal wall thickness .060" * White, navy, red, black, green and royal * Sewn to the inner shell using single needle lock stitch (301 lock stitch) * Tek 70 thread at 5-7 S.P.I.

Visor Trim

* Visor is bound with an 8 ga. 1% metallic polyester film 99% PVC film vinyl edge guard in gold or silver * Sewn with a single needle lock stitch (301 lock stitch) * 0.011" Ht-38 monofilament thread at 5-7 S.P.I. * Cut size 1.125" to finish as .5" binding

Hardware Button

* Two (2) * Metal, lyre, or stipple 45 ligne, prong back shako button, nickel or gilt

Front Chain

* Soft aluminum, gold or silver plated .5" wide shako chain with lanyard spacers

Chin Strap

* .75" PVC vinyl die cut size with 12 holes punched for adjustments and buckle * Black, Clear, Navy, and White * .75" steel roller bar buckle, gold or silver attached to strap with a .1875" brass grommet

Plume Socket

* High density polyethylene, minimum normal wall thickness .040" * 3.75" or 5.25" long x .625" wide attached with a .375 brass grommet and a steel washer to the inner shell

Plume

* Feathers are by products of foreign and domestic production, vat dyed utilizing the latest technology in water and mineral based non-toxic dye products, wired mounted on a plume wire * Silver or gold cup with shako wire mount * Plastic plumes, high quality foil and Mylar composite, machine cut, water proof and wrinkle resistant

Standard Plastic-Pak

* Molded, calcium filled polypropylene homopolymer, black minimum normal wall thickness .110" * Two (2) molded replaceable latches, built in hand grip, continuous hinges, 6-added feet for stable standing recessed bottom for stable stacking, inter-locking top and bottom for secure closing. Extra roomy to accommodate all hats plus space for plume

Bag

* Poly shako bag 10" x 8" x 24" x .001"

UNIFORM MANAGEMENT SYSTEM

The band uniform order is to be accompanied by a Uniform Management System program with the following features:

Customer information is available via:

Uniform Management System program - CD or Internet Download

Customer Data - Internet Download

The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continuing basis as sizing needs change. The program will contain an AUTO-ASSIGN feature which automatically assigns uniform pieces to the students based on their entered measurements. In addition, the student database will include full contact information for student and guardian, and will possess the ability to generate address labels and garment bag identification tags. The system will also produce student uniform rental/usage agreements as per needed.

The software will be compatible with Microsoft Windows XP, Microsoft Windows Vista and Apple Mac OS X (PowerPC and Intel). The Uniform Management System must provide ONLINE/TELEPHONE technical support FREE OF CHARGE. Software updates will be available 24 hours a day, 7 days a week via the internet site.

BIDDERS EVALUATION FORM

All bidders are to complete this form in order to complete the evaluation of the bids. In conjunction with price, the award of the bid is to be based on the quality of the uniform sample, experience of the manufacturer, the reputation of the manufacturer, and ability to provide necessary service.

Company Bidding:

 Company Name

 Address

 Address

 Telephone

Experience:

Number of years' company has been in business: _____

References:

a. List (5) five accounts presently wearing band uniforms manufactured by company. Uniforms should be 3 or more years old.

b. Bidder shall submit copy of written warranty.

Regional Sales Manager

 Name

 Address

 Address

 Telephone

DEVIATION FORM

In the event that the undersigned Bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the bidder is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are not acceptable. Furthermore, these deviations are to be approved in writing.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all construction specifications.

If deviations are found on said sample, and not listed, the bidder is to be disqualified!

Company Name

Authorized Signature

Title

Date

CERTIFICATION OF FABRIC

This is to confirm that bidder is to use first quality goods. The material supplied, depending upon specifications, is to be 14 - 14 1/2 oz., 55% Dacron/45% Wool and/or 15 1/2 - 16 oz., 100% Wool.

All materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods.

Company Name

Authorized Signature

CERTIFICATION OF PROOF OF FABRIC STABILIZATION

This is to confirm that bidder is to have any and all Dacron/Wool blend fabric stabilized, pre-shrunk, and decated. This treatment is necessary to prevent excess shrinkage and to improve the lustre, hand, and finish of the fabric. Upon completing such a process, shrinkage is to be well within industry tolerance.

All firms used for fabric stabilization of Dacron/Wool or all wool fabrics shall be named below and identified by name, address, phone number, and contact person.

Company Name: _____

Address: _____

Contact: _____

Phone: _____

Authorized Signature

Title

STYLING SPECIFICATIONS

COATS

Waist Length of 7744-55% Dacron/45% Wool-14 1/2 oz.

Fused front. Fully lined. Coat front innerlined with Black Indestructible for reinforcement. Coat to have perspiration shields and regular shoulder pads. Curved diagonal split color front. Upper left side of coat front of 7744-5067 Green. Lower right side of coat front of 7744-6607 Black. Starting at right shoulder and continuing to lower left side seam, (3) 1" wide welts of Gold Metallic Embroidery spaced 1" apart. Set at top of each welt, 30/Gilt Half Ball button attached with disc and ring. Centered on left chest area, 3" direct embroidered special style letter "M" in Gold Metallic with Black outline. Back of 7744-6607 Black. Concealed center back brass zipper closure with (3) snaps to secure flap.

Hard Square Collar with black collar liner. Line inside of collar with Black. Front portion of collar of 7744-5067 Green. Back portion of collar of 7744-6607 Black. Sleeves – Right sleeve of 7744-6607 Black. Left sleeve of 7744-5067 Green.

BIB TROUSERS

Bib Trousers of 7744-6607 Black. Bib Trousers to have permcrease and four-way reinforced crotch. Welted breast pocket on right.

GAUNTLETS

Gauntlets of 7744-6607 Black, self-lined and fused on bottom ply with SP4007 for reinforcement. Gauntlets to have 3/8" Gold Lahm binding at top. Set at outside corner, 30/Gilt Half Ball button attached with disc and ring. Velcro closure.

HEADGEAR

West Point, Flat Top Shako. Top and Bottom Band of 7744-6607 Black. Side body to be split in front and vertically above button on left side. Right front and all around back of side body of 7744-6607 Black. Left front of side body of 7744-5067 Green. Set on color split in front, 1" wide curving welt of Gold Lahm. Gilt Half Ball side buttons. #200 Gilt Front Chain with spacers. Black Visor. Black chinstrap with gilt buckle.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

PLUMES

Plumes – 12" French Fountain in Black with gilt cup.

GARMENT BAGS

Description: Garment Bag – Black of 210 denier nylon, 28" x 47" size, dual handles for portability, vent grommet to let your garments breathe, ID window, 2 zippered accessory pockets, 1-color imprint.

**Montgomery Township Board of Education
 1014 Route 601
 Skillman, New Jersey 08558
 Phone: (609) 466-7601 Fax: (609) 466-0944**

Bid B21-08, Band Uniforms for the Montgomery High School

Bid Price Sheet

Bid Opening: Thursday, May 6, 2021 at 11:00 A.M.

Quantity	Coats - Band		Bib Trousers - Band		Gauntlets - Band		Shakos - Band		Shako Cartons - Band		Plumes - Band		Garment Bags - Band	
	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
125	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
150	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
175	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
200	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Hangers														
125	_____	_____												
150	_____	_____												
175	_____	_____												
200	_____	_____												
30/Gilt Half Ball Buttons														
1 Dozen	_____	_____												
Uniform Management Software Program														
1	_____	_____												

MONTGOMERY TOWNSHIP BOARD OF EDUCATION
1014 ROUTE 601
SKILLMAN, NEW JERSEY 08558
PHONE: (609) 466 – 7601 FAX: (609) 466 – 0944

PROPOSAL FORM

Reference Number: **B21-08, Band Uniforms for the Montgomery High School**
Due: **Thursday, May 6, 2021, at 11:00 A.M.**

SPECIAL INSTRUCTIONS:

The bidder certifies they have familiarized themselves with the specifications, has carefully read them and understands their contents. Any uniforms furnished will be in the style and quality requested.

Exceptions to the specification should be noted.

All prices must include **shipping and handling charges**.

The criteria for award will be made on the lowest proposal received, the bidder's responsiveness to the bid and the evaluation of the samples supplied, (if samples have been or are requested).

Any discrepancy between the unit price multiplied by the quantity and corresponding total price set forth in the proposal form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all proposals have been read the proposals will be tabulated and adjusted.

When two or more bidders submit equal prices and the prices are the lowest responsible bids, the Montgomery Township Board of Education may award the contract to the bidder whose response, in the discretion of the Board, is most advantageous, price and other factors considered.

Please complete the following:

I have enclosed a cashiers/certified check in the amount of _____ or a bid bond in the amount of _____ with my bid proposal. I agree to maintain the above quoted bid prices for additional _____ days beyond the required sixty (60) days referenced in the bid specifications.

Terms, if awarded the contract, the undersigned agrees to ship a sample uniform within _____ days and to ship the entire order within _____ calendar days after approval of the sample, receipt of necessary details, all measurements and purchase order.

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Date _____

Authorized Signature _____

Contact Person _____

E-mail of Contact Person _____

E-mail where future bids may be sent _____

**IT IS MANDATORY THAT THIS FORM BE COMPLETED, SIGNED AND
SUBMITTED WITH YOUR BID.**