

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
105 SOUTH MADISON AVENUE  
SPRING VALLEY, NEW YORK 10977**

**INVITATION TO SUBMIT BIDS  
FOR**

**BID NUMBER RFB-ER-27-22 SNOW REMOVAL**

**BID OPENING DATE: October 22, 2021 at 12:00 PM      BID DEPOSIT REQUIRED: YES      NO**

**PLACE:**

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**SPECIAL NOTICE**

**DELIVERY:**

PRICES ARE TO BE QUOTED F.O.B. DESTINATION, PREPAID WITH DELIVERIES TO BE MADE AS INDICATED ON AWARDED PURCHASE ORDER.

**INSIDE BUILDING TO: TBD**

**PLATFORM DELIVERY TO: TBD**

**10977 ZIP CODE**

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**NOTE:** Vendors quotations are to represent bids on the stated specifications, and they shall supply materials as specified. Where a vendor quotes on a variance to the specifications, it is the vendor's obligation to clearly identify the alternate offered in lieu of the specification on his bid, and to supply adequate information in order for the school district to evaluate the alternate offered. Where information supplied refers to manufacturer's catalogs, vendors shall attach such catalogs to their bid sheet and include the catalog name and page number reference next to the bid item.

**BILLING:** To be mailed to E.R.C.S.D. Purchasing Office, 105 S. Madison Ave., Spring Valley, NY 10977

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**RFP-ER-27-22**

**NOTICE TO BIDDERS**

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

Specifications and Bid Proposal Forms may be obtained on East Ramapo CSD website <http://www.ercsd.org> or Bidnet: <http://bidnetdirect.com/new-york>. The Board of Education reserves the right to reject any and all bids. Any bid or proposal submitted will be binding for 90 days subsequent to the date of bid opening.

**Board of Education, East Ramapo Central School District  
County of Rockland, Spring Valley, New York  
Michelle Rivera, Purchasing Supervisor**

DATE: October 8, 2021

EAST RAMAPO CENTRAL SCHOOL DISTRICT  
Michelle Rivera, Purchasing Supervisor  
105 S. MADISON AVENUE  
SPRING VALLEY, NY 10977

RFP-ER-27-22 SNOW REMOVAL

- East Ramapo is not responsible for Bids, Proposals or Quotes opened prior to the opening date if the RFB, RFP or RFQ numbers and opening date do not appear on the outside of the envelope.
- Bids, Proposals or Quotes must be returned in a **sealed envelope** clearly marked with the RFB, RFP or RFQ number, Title of RFB, RFP or RFQ, Date and Time of RFB, RFP or RFQ opening listed on the outside of the envelope.
- The Bidder assumes all risk of delay in the mail or in the handling of the mail by employees of the East Ramapo Central School District.
- The Bidder further assumes the responsibility for having all RFB, RFP or RFQ deposited with an authorized member of the purchasing department on time, whether sent by mail or courier or personal delivery.

EAST RAMAPO CSD  
105 S. MADISON AVE.  
SPRING VALLEY, NY 10977

Each bid shall be submitted with the understanding that it will be evaluated by the District to determine how it best serves the District's interests. The Board will select based on such evaluation. The Board will negotiate in good faith with the selected Interested Party to reach a definitive Agreement. It is understood that:

- The District reserves the right, in its sole discretion, to reject any and all BIDS;
- The District reserves the right to cease negotiations with any Interested Party at any time as it determines, in its sole discretion, will best serve the District's interests;
- Any agreement reached with the RFB is subject to the review and approval of the Board of Education;
- The District reserves the right to waive or modify any of the specifications or other terms contained in this BID as it determines, in its sole discretion, will best serve the District's interests.
- The District reserves the right to increase or decrease the quantities in this BID as it determines, in its sole discretion, will best serve the District's needs.
- The award of a contract will be made as soon as practicable and in furtherance of the best interest of the District.
- Payment terms will be NET 45 after receipt of all items. Complete payment will not be issued until after both the vendor and East Ramapo CSD agree that the delivery is complete and meets all requirements.

### **RESPONSIVENESS AND RESPONSIBILITY**

Award will be made to the responsible and responsive bidder/proposer whose proposal is most advantageous to ERCSD with price and other factors considered. Responsiveness is defined as conformance to the requirements of the solicitation and the furnishing of information requested. Responsibility is defined as the bidder's/proposer's potential ability to perform successfully under the term of the proposed contract. A responsible bidder/proposer has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skill.

East Ramapo Central School District  
Purchasing Department  
Administrative Offices  
105 South Madison Avenue  
Spring Valley NY 10977  
Office: 845-577-6076

**BID NOTIFICATION**

**Bid Title: Bid #: RFB-ER-27-22 SNOW REMOVAL**

**Date of Opening: October 22, 2021**

**Time: 12:00 PM**

In the event bids cannot be opened on said date due to unforeseen events, they will be opened on the next available day. An addendum will be posted to Bidnet and the District Website under Purchasing Department.

To All Bidders:

Please be advised that the above-referenced bid is currently available for download through the Empire State Purchasing Group <http://www.ercsd.org> and <http://www.bidnetdirect.com/new-york>

If you have any questions regarding the Empire State Purchasing Group site or need assistance with access of information, please contact Empire Customer Service at 800-835-4603.

**This will not be a public bid opening**

**Please mail or hand deliver your bids to:**

**East Ramapo Central School District – Purchasing Department  
105 South Madison Avenue, Spring Valley NY 10977**

**All Packages must be labeled with the bid number on the outside of the package.**

***All information must be legible. Illegible or vague bids may be rejected.***

Thank you for your cooperation. We look forward to doing business with your firm during the upcoming school year.

Michelle Rivera  
School Purchasing Supervisor  
Email: [mrivera@ercsd.org](mailto:mrivera@ercsd.org)

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
SPRING VALLEY NEW YORK**

**GENERAL CONDITIONS**

*(For the Purchase of materials, supplies and equipment)*

All invitations to bid issued by the above named School District will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

**BIDS**

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, CH.39, Sec. 369-a, Sub. 3, L. 1941).
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required will be furnished on forms provided by the bidder.
10. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be on standard new equipment of latest model, and in current production, unless otherwise specified.
12. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.
13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
14. All prices quoted must be "per unit" as specified: e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
15. Bidder must insert the price per unit and extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
17. Under penalty of perjury the bidder certifies that:
  - A. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
  - B. The contents of the bid have not been communicated by the bidder, or, to its best knowledge and belief, by any of any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

18. All bids must be sealed. They may be submitted either in plain, or opaque envelopes. All bids must be addressed to Clerk of the Board, East Ramapo Central School District, Spring Valley, N.Y. Bid envelopes must be clearly marked "Bid". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specification so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board.

#### SAMPLES

21. All specifications are minimum standard standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the

address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the condition imposed in the proposal, specification, etc.

#### AWARD

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The school district reserves the right to reject all bids, Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State Contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
27. The school district reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

#### CONTRACT

29. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, within twenty-five (25) per cent over or under the award quantity, unless otherwise specified.

30. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
31. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
32. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
33. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official order from the school district.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

#### Installation of Equipment

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
39. Equipment, supplies, and materials shall be stored at the site only on the approval of the school district and at the successful

bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in his specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

#### GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:
- a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
  - b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible to the building or equipment, to his own work, or to the work of other successful bidders.
  - c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft etc.
  - d) That all deliveries will be equal to the accepted bid sample.
  - e) That the equipment or furniture offered is standard, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

### DELIVERY

44. Delivery must be made as ordered and in accordance with the proposal and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days.) The delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.
45. The school district will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.
46. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number

Quantity

Name of Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

### PAYMENTS

51. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
52. Payment will be made only after correct presentation claim forms obtained from the ordering school district.
53. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

### SAVING CLAUSE

54. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
105 S. MADISON AVE,  
SPRING VALLEY, NY 10977**

**RFB-ER-27-22  
SNOW REMOVAL**

**SPECIFICATIONS:**

Removal of snow from the periphery of the buildings of the East Ramapo Central School District.

**TERM – Three Year Contract**

Contract will run from date of award through to April 25, 2022. If desired, the District shall renew services with the awarded Snow Removal for three (3) additional years upon approval by the Board of Education for a total time not to exceed four (4) years. These additional extensions shall be in one (1) year increments.

ERCSD reserves the right to terminate this contract with ten (10) days written notice.

**CONDITIONS OF OPERATION:**

1. Snow removal will begin promptly on a direct request from Howard Hyman, Interim Director of Facilities, or his designee. In order to commence removal operation **you must** contact or be contacted by snow control personnel at Buildings & Grounds. This is necessary for the coordination of snow removal efforts within the District as a whole. A prioritized call list will be supplied to the successful bidders as well as maps, school schedules, etc.
2. Between the hours of 7:00 a.m. and 2:00 p.m. on school days, snow removal will begin promptly at an accumulation of three (3") inches **with** confirming communication from snow control personnel. However, contractor may be called out in anticipation of school opening during a snowfall. If school is declared closed at this time, the contractor will be asked to stop the plowing until snow stops and payment will be made for what has been plowed.
3. When school is to be in session, the entire operation must be completed by 6:00 a.m. You must be able to plow the areas on which you bid within three (3) hours of the start of plowing operations. When school is not in session for the following day (for example, Saturday) coordinated snow removal will be arranged by Buildings & Grounds snow control personnel.
4. School walks, loading platforms, driveways and entrances shall be kept clear of snow and snow is **not** to be placed in these areas. Snow is to be pushed back to parking lot curb. If this is not adhered to, the contractor shall be charged for snow removal from these areas by the School District.
5. **SUCCESSFUL BIDDERS ARE REQUIRED TO VISIT EACH SITE WITH HOWARD HYMAN, INTERIM DIRECTOR OF FACILITIES, OR HIS DESIGNEE IN ORDER TO DETERMINE THE BEST METHOD OF REMOVING SNOW FROM EACH LOCATION.**

6. Bidders must submit, as an attachment to the bid, a list of the equipment to be used to remove snow from locations. Bidder must have a sufficient number of snowplows (minimum seven [7'] feet), vehicles and personnel available as required. Bids may be awarded in part according to the capability of the contractor(s) to accomplish three (3) hour completion as stated above.
7. Successful bidders will supply primary and secondary contact's phone number.
8. Failure to perform in accordance with the above items, terms and conditions shall render the contract subject to immediate cancellation, without recourse, at the discretion of the Assistant Director of Facilities or his designee. If contractor is not reachable or fails to plow promptly after notification, the District reserves the right to contract the work to others and any extra costs incurred will be charged to the contractor.
9. Successful bidders are responsible to repair or replace any school property that is damaged during snow removal.
10. The lead truck in **each** plowing team will be required to have a cellular phone during the snow removal operations to communicate with snow control personnel and Buildings & Grounds base.
11. **SUCCESSFUL BIDDERS ARE REQUIRED TO ATTEND A MANDATORY COORDINATION MEETING TO BE HELD AT 557 NEW HEMPSTEAD ROAD, SPRING VALLEY, NY, FOR THE PURPOSE OF DISCUSSING METHODS AND PROCEDURES.**
12. Please be aware that the rear areas and in the following cases:

**Central Kitchen Building**

**Pomona Middle School**

**Hempstead Elementary School**

**Summit Park Elementary School**

the wide, unobstructed walkways are included.

13. When we call for snow removal, response shall be immediate. On weekends or any day schools are closed and contractor is called, our job is to be made their first priority before they go on to their other customers.
14. All successful bidders must meet with the head custodian at each location they are awarded. This is to receive instructions on where snow may be pushed, and where it may not be pushed. This **must** be done to ensure proper plowing.
15. Awarding multiple groups is at the sole discretion of the District.

For additional information or clarification, please call Howard Hyman at Buildings & Grounds (845) 587-8075.

**RFB-ER-27-22 SNOW REMOVAL**

**Awards will be made on a group basis. Unit prices for each school must be listed.**

	<u>2021/2022</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024-2025</u>
<b>GROUP #4:</b>				
Hempstead School & Sidewalks 80 Brick Church Road Spring Valley, NY	\$ _____	\$ _____	\$ _____	\$ _____
Central Kitchen Facility & Sidewalks East Ramapo CSD – School Lunch 40a Grandview Avenue Spring Valley, NY	\$ _____	\$ _____	\$ _____	\$ _____
Buildings and Grounds Maintenance Yard 557 new Hempstead Road Spring Valley, NY 10977	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL GROUP #4</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**Central Kitchen Facility:**

Starting where the driveway meets Grandview Ave. plow driveway for 496 feet where there are fluorescent green markers on either side of the driveway. The snow at that point must be plowed to both sides off the pavement to leave access for the tenant in the school at the back of the property. There are to be no windrows to be left in the driveway at that marker. In addition to the driveway all parking areas and loading areas are to be plowed. No snow is to be piled up in the vicinity of the main doors or the garage doors of building 3.

	<u>2021/2022</u>	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024-2025</u>
<b>GROUP #5:</b>				
Pomona Middle School & Sidewalks 101 Pomona Road Suffern, NY	\$ _____	\$ _____	\$ _____	\$ _____
Lime Kiln School 35 Lime Kiln Road Suffern, NY	\$ _____	\$ _____	\$ _____	\$ _____
Summit Park School & Sidewalks 30 Route 45 New City, NY	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL GROUP #5</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
105 S. MADISON AVE,  
SPRING VALLEY, NY 10977**

**RFB-ER-27-22  
SNOW REMOVAL**

**SAMPLE : INSURANCE AGREEMENT -CONTRACTORS**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the district as an additional insured shall:
  - The district shall be listed as an additional insured by using endorsement CG 2026 or broader. Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
  - The district shall be listed as an additional insured by using endorsement CG2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the district for any applicable deductibles.
- IV. Required Insurance:
  - Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non- owned motor vehicles.
  - **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - **Owners Contractors Protective Insurance**  
(Required for construction projects in excess of \$200,000.)  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.
  - **Excess Insurance**  
Limits depending on the size of the project.
  - **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VILL. The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also District's insurer.

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
105 S. MADISON AVENUE, SPRING VALLEY, NY 10977**

**RFB-ER-27-22 SNOW REMOVAL**

**Please make sure all forms are signed and submitted with the bid specially the below:**

- Certificate of Insurance required with the bid (see attached sample) - insurance certification to be returned with the bid
- W-9 form to be returned with the bid
- Iranian energy sector divestment statement to be returned with the bid

**CONTACT INFORMATION**

**PLEASE PRINT**

**BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

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

# Insurance Certification

Bid or Project No. # \_\_\_\_\_

Name of project \_\_\_\_\_

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

## Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured, and provided our insured pays the appropriate premium.

Insurance Representative: \_\_\_\_\_

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

Are you an agent for the companies providing the coverage?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Insurance Representative's Signature

## Bidder's Acknowledgement:

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

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

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

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

Bidder's Signature

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
105 SOUTH MADISON AVENUE  
SPRING VALLEY, NY 10977**

**NON-DISCRIMINATION STATEMENT**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status, domestic violence victim status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractor shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contract is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due for a second or any subsequent violation.

**ASSIGNABILITY OF CONTRACT**

The vendor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due there under, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the Purchasing Agent or authorized Purchasing Personnel awarding the contract. If the contractor fails to comply with this clause, the owner may immediately declare breach of contract.

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

\_\_\_\_\_  
Print Name and Title of Signatory

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

**EAST RAMAPO CENTRAL SCHOOL DISTRICT  
105 S. MADISON AVENUE, SPRING VALLEY, NY 10977**

**IRANIAN ENERGY SECTOR DIVESTMENT STATEMENT**

The New York State Legislature has recently added a new Section 103-g to the General Municipal Law entitled "Iranian Energy Sector Divestment".

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

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

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

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

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

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

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

Corporate or Company Name: \_\_\_\_\_

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

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public  
(stamp or seal)

**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE EAST RAMAPO CENTRAL SCHOOL DISTRICT, THEIR BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF: ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT.

HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED

ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Person, Firm, or Corporation \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Authorized Signature)

**THIS FORM MUST BE SIGNED AND NOTARIZED\*\*SUBMIT WITH PROPOSAL**

**BOARD OF EDUCATION  
EAST RAMAPO CENTRAL SCHOOL DISTRICT  
SPRING VALLEY, NEW YORK  
CERTIFICATION AND SIGNATURE FORM**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**TELEPHONE #    FED TAX ID#    DATE OF BID**

**NON-COLLUSIVE BIDDING CERTIFICATION**

SECTION 103-D OF THE GENERAL MUNICIPAL LAW RELATING TO THE REQUIREMENT FOR SUBMISSION OF A STATEMENT OF NON-COLLUSION IN CONNECTION WITH BIDS AND PROPOSALS, AS AMENDED BY CHAPTER 675 OF THE LAWS OF 1966, EFFECTIVE SEPTEMBER 1, 1966:

SECTION 103-D. STATEMENT OF NON-COLLUSION IN BIDS AND PROPOSALS TO POLITICAL SUBDIVISION OF THE STATE. EVERY BID OR PROPOSAL HEREAFTER MADE TO A POLITICAL SUBDIVISION OF THE STATE OR ANY PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF WHERE COMPETITIVE BIDDING IS REQUIRED BY STATUTE, RULE, REGULATION OR LOCAL LAW, FOR WORK OR SERVICES PERFORMED OR TO BE PERFORMED OR TO BE PERFORMED OR GOODS SOLD OR TO BE SOLD, SHALL CONTAIN THE FOLLOWING STATEMENT SUBSCRIBED BY THE BIDDER AND AFFIRMED BY SUCH BIDDER AS TRUE UNDER THE PENALTIES OF PERJURY: NON- COLLUSIVE BIDDING CERTIFICATION.

THE BIDDER, ABOVE-MENTIONED, DECLARES AND CERTIFIES:

- 1st. THAT NO MEMBER OF THE BOARD OF EDUCATION OF EAST RAMAPO CENTRAL SCHOOL DISTRICT, TOWN OF RAMAPO, COUNTY OF ROCKLAND, NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE SUPPLIES, MATERIALS, EQUIPMENT, WORK OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.
- 2nd. THAT SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS BID, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATED, ALL THE MATERIALS, SUPPLIES, APPARATUS, GOOD, WARES, MERCHANDISE, SERVICES OR LABOR FOR WHICH THIS BID IS MADE.
- 3rd. THAT IN THE EVENT OF THE FAILURE OF THE UNDERSIGNED BIDDER TO PERFORM WITHIN THE TIME STATED IN THE SCHEDULE OR PURCHASE ORDER AS THE CASE MAY BE, THE BID DEPOSIT MADE WITH THIS BID, OR SO MUCH THEREOF AS SHALL BE APPLICABLE TO THE UNFILLED AMOUNT OF THE AWARD MADE TO THE UNDERSIGNED SHALL BE RETAINED BY THE BOARD OF EDUCATION AND THE UNDERSIGNED SHALL ALSO BE LIABLE FOR AND AGREES TO PAY TO THE BOARD, ON DEMAND, THE DIFFERENCE BETWEEN THE PRICE OR PRICES BID AND THE PRICE OR PRICES FOR WHICH SUCH ITEMS SHALL BE SUBSEQUENTLY PURCHASED, LESS THE AMOUNT OF THE BID DEPOSIT RETAINED BY THE BOARD.
- 4th. THAT THE PRICES QUOTED HEREIN ARE NET AND EXCLUSIVE OF ALL FEDERAL, STATE AND MUNICIPAL SALES AND EXCISE TAXES.
- 5th. THAT THE TOTAL COST THEREOF IS \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

- (a) BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF KNOWLEDGE AND BELIEF:
  - (1) THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OF WITH ANY COMPETITOR;
  - (2) UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITOR; AND
  - (3) NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION.

**NO BID DEPOSIT REQUIRED**

(OVER)

FIRM NAME: \_\_\_\_\_

AUTHORIZED: \_\_\_\_\_  
(SIGNATURE)

(b) A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (A) (1) (2) AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED, HOWEVER, THAT IF IN ANY CASE THE BIDDER CAN NOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH WITH THE BID A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE. WHERE (A) (1) (2) AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH, THE BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE UNLESS THE HEAD OF THE PURCHASING UNIT OF THE POLITICAL SUBDIVISION, PUBLIC DEPARTMENT AGENCY OR OFFICIAL THEREOF TO WHICH THE BID IS MADE, OR HIS DESIGNER, DETERMINES THAT SUCH DISCLOSURE WAS NOT MADE FOR THE PURPOSE OF RESTRICTING COMPETITION. THE FACT THAT THE BIDDER (A) HAS PUBLISHED PRICE LISTS, RATES OR TARIFFS COVERING ITEMS BEING PROCURED, (B) HAS INFORMED PROSPECTIVE CUSTOMERS OF PROPOSED OR PENDING PUBLICATION OF NEW OR REVISED PRICE LISTS FOR SUCH ITEMS, OR (C) HAS SOLD THE SAME ITEMS TO OTHER CUSTOMERS AT THE SAME PRICES BEING BID, DOES NOT CONSTITUTE, WITHOUT MORE, DISCLOSURE WITHIN THE MEANING OF SUB-PARAGRAPH ONE (A)

(c) ANY BID HEREAFTER MADE TO ANY POLITICAL SUBDIVISION OF THE STATE OR ANY PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF BY A CORPORATE BIDDER FOR WORK OR SERVICES PERFORMED OR GOODS SOLD OR TO BE SOLD, WHERE COMPETITIVE BIDDING IS REQUIRED BY STATUTE, RULE, REGULATION, OR LOCAL LAW, AND WHERE SUCH BID CONTAINS THE CERTIFICATION REFERRED TO IN SUBDIVISION ONE OF THE SECTION, SHALL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BOARD OF DIRECTORS OF THE BIDDER, AND SUCH AUTHORIZATION SHALL BE DEEMED TO INCLUDE THE SIGNING AND SUBMISSION OF THE BID AND THE INCLUSION THEREIN OF THE CERTIFICATE AS TO NON-COLLUSION AS THE ACT AND DEED OF THE CORPORATION."

I AFFIRM THAT I HAVE READ THE ABOVE PROVISION OF SECTION 103-D OF THE GENERAL MUNICIPAL LAW RELATING TO THE REQUIREMENT OF NON COLLUSION IN CONNECTION WITH BIDS AND PROPOSALS AS AMENDED BY CHAPTER 675 OF THE LAWS OF 1966, EFFECTIVE SEPTEMBER 1, 1966. I HAVE FULLY INFORMED MYSELF REGARDING THE ACCURACY OF THE STATEMENTS CONTAINED IN THIS CERTIFICATION, AND UNDER THE PENALTIES OF PERJURY, AFFIRMS THE TRUTH THEREOF, SUCH PENALTIES BEING APPLICABLE TO THE BIDDER AS WELL AS TO THE PERSON SIGNING IN ITS BEHALF.

FURTHER: THAT ATTACHED HERETO (IF A CORPORATE BIDDER) IS A CERTIFIED COPY OF RESOLUTION AUTHORIZING THE EXECUTION OF THIS CERTIFICATE BY THE SIGNATURE OF THIS BID OR PROPOSAL IN BEHALF OF THE CORPORATE BIDDER.

FIRM NAME \_\_\_\_\_

AUTHORIZED \_\_\_\_\_  
(SIGNATURE)

**RESOLUTION – FOR CORPORATE BIDDERS ONLY**

RESOLVED THAT \_\_\_\_\_ BE AUTHORIZED  
(INDIVIDUAL)

TO SIGN AND SUBMIT THE BID OR PROPOSAL OF THIS CORPORATION FOR THE FOLLOWING PROJECT

\_\_\_\_\_  
(DESCRIBE PROJECT)

AND TO INCLUDE IN SUCH BID OR PROPOSAL THE CERTIFICATE AS TO NON-COLLUSION REQUIRED BY SECTION ONE HUNDRED THREE-D OF THE GENERAL MUNICIPAL LAW AS THE ACT AND DEED OF SUCH CORPORATION, AND FOR ANY INACCURACIES OR MIS-STATEMENTS IN SUCH CERTIFICATE THIS CORPORATE BIDDER SHALL BE LIABLE UNDER THE PENALTIES OF PERJURY.

THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY

\_\_\_\_\_  
CORPORATION AT A MEETING OF ITS BOARD OF DIRECTORS HELD ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AND IS STILL IN FULL FORCE AND EFFECT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
**SECRETARY**

**(SEAL OF THE CORPORATION)**



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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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