

**REQUEST FOR PROPOSAL/QUALIFICATIONS
FOR
YOUTH SPORTS PROGRAM MANAGEMENT SERVICES**

**Issued by the
The Township of Evesham**



**Date Issued:
August 18, 2026**

**Responses Due by:
11:00 AM – September 10, 2026**

**RFP Opening:
11:00 AM – September 10, 2026**

TOWNSHIP OF EVESHAM
BURLINGTON COUNTY, NEW JERSEY

REQUEST FOR PROPOSAL

**SEALED PROPOSALS WILL BE RECEIVED BY THE TOWNSHIP OF
EVESHAM FOR:**

YOUTH SPORTS PROGRAM MANAGEMENT SERVICES

And will be accepted by the Township Clerk at Room 201, 984 Tuckerton Road, Marlton, New Jersey 08053 no later than 11:00 a.m., September 10, 2026, prevailing time. In accordance with N.J.S.A. 40A:11 et seq. and Chapter 27 of the Township Code, the Township of Evesham shall accept proposals to procure the services described in the technical specifications.

Request for Proposals (RFP) specifications forms may be obtained from the Township of Evesham, Township Clerk's Office, Room 201, Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 Monday through Thursday 8:00 a.m. – 5:30 p.m., or via the Township Website – <https://evesham-nj.org/government/notices>.

The Township requires the proposal be submitted in the following format:

Bidders shall submit written proposals as required by the technical specifications. Proposals shall be in narrative format with each response numbered in sequence to the applicable corresponding technical specification. Bidders shall submit Five (5) original, hard copies, plus one (1) copy of the full proposal in PDF File format on a Flash Drive, and submit all in a sealed envelope addressed to the Township Clerk, 984 Tuckerton Road, Marlton, NJ 08053 with the front of the envelope marked with the name and address of the bidder and the words, "YOUTH SPORTS PROGRAM MANAGEMENT SERVICES"

Proposals must be received by **11:00 a.m., September 10, 2026**, and shall be opened at 11:00 a.m., September 10, 2026 in Conference Room B, 984 Tuckerton Road, Marlton, NJ 08053.

Faxed proposals will NOT be accepted

All bidders must complete and forward with the bid, a non-collusion affidavit and a corporate disclosure statement setting forth the name and address of all stockholders or partners owning 10% or more stock or interest of the bidder in a corporation or partnership.

For-Profit Bidders shall submit a Business Registration Certificate with their proposal.

All proposals shall comply with the requirements of N.J.S.A. 40A:11-1 et seq.

Any inquiry concerning this RFP should be directed in writing to:

Walt Miller, Township Manager
Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Township will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

PURPOSE AND INTENT

Evesham Township is soliciting proposals from qualified vendors to provide comprehensive youth sports program management services for Township-sponsored recreational programs. This Request for Proposals is issued in accordance with the Competitive Contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq. for a non-fair and open request. The intent of this RFP is to identify a provider that can manage, administer, and deliver safe, organized, and community-focused youth sports programming, while maintaining accountability, transparency, and alignment with Township expectations. Evesham Township is seeking a partner that can support long-term program stability, consistent operations, and high-quality recreational opportunities for Township residents.

BACKGROUND

Evesham Township has a long history of youth sports programming that has primarily been organized and delivered through the Marlton Recreation Council (MRC), an independent, nonprofit, all-volunteer organization. MRC currently oversees 13 sports programs across multiple seasons and facilitates approximately 6,000 participant registrations annually.

Evesham Township recognizes the value and contributions of volunteer-based youth sports programming to the community. The intent of this RFP is to evaluate options for future program management while maintaining a level of service equal to or greater than that currently provided by MRC, including program availability, organization, participation opportunities, and overall community experience.

Evesham Township maintains and manages a network of athletic fields, courts, and recreational facilities that support youth sports programming. These Township-owned facilities will be made available to the selected vendor for program delivery, subject to Township policies, scheduling coordination, and operational oversight.

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

The selected vendor shall be responsible for the administration and operation of youth sports programming for participants ages 4 through 19.

Programming shall include:

- Multiple age groups and skill levels;
- Male and female programming;
- Co-ed programming where appropriate;
- Recreational-level programming; and
- Competitive travel and/or tournament-level teams

1. THE VENDOR SHALL PROPOSE WHICH SPORTS THEY ARE QUALIFIED TO MANAGE AND DELIVER BASED ON EXPERIENCE AND CAPACITY.

Responsibilities include:

- Program planning, scheduling, and seasonal coordination
- Registration management, including online systems and payment processing
- Recruitment, coordination, and oversight of coaches, volunteers, and staff
- Development and implementation of program rules, standards, and procedures
- Equipment management and inventory control
- Coordination of field and facility usage with Evesham Township
- Communication with participants, parents, and the community
- Safety oversight, including incident reporting and risk management
- Coordination of practices, games, tournaments, and events
- Support for program growth and development

The selected vendor will utilize Township-owned facilities. All scheduling and use shall remain subject to Township control.

OPTIONAL SERVICES

Vendors may propose adult recreational programming as an expansion of services. The Township reserves the right to accept or reject these options.

Evesham Township reserves the right to modify the scope based on operational needs.

2. SPORTS PROGRAM MATRIX

Proposers shall indicate which sports they will provide and whether programming will be recreational, competitive, or both.

Sport	Recreational	Competitive
Baseball		
Basketball		
Cheerleading		
Field Hockey		
Flag Football		
Football		
Golf		
Deck Hockey		
Boys Lacrosse		
Girls Lacrosse		
Soccer		
Softball		
Volleyball		
Wrestling		
Track		
Cross Country		
Sports Unity (Developmentally Disabled Programming)		

3. MINIMUM QUALIFICATIONS

Proposers must demonstrate:

- Experience managing youth sports or recreation programs of similar size and scope;
- Ability to operate within a municipal environment;
- Experience with registration and participant management systems;
- Demonstrated ability to manage staff, volunteers, and logistics; and
- Understanding of youth sports safety standards

4. PERFORMANCE EXPECTATIONS

The selected vendor shall:

- Deliver programming equal to or exceeding current service levels;
 - Maintain clear communication with participants and Township staff;
 - Ensure safe and professional program delivery;
 - Maintain accurate records and financial transparency;
 - Coordinate effectively with Township staff regarding facilities;
 - Provide consistent program delivery across all sports; and
 - Provide the results of an annual independent financial audit to the Evesham Township Manager
-

5. PROPOSAL REQUIREMENTS

Proposals shall include:

- Company Overview;
- Background, experience, and relevant project history;
- Approach to Services;
- Program management approach, staffing, scheduling, and communication;
- Experience and Qualifications;
- Relevant experience and references;
- Operational Plan;
- Program delivery approach and quality control;
- Cost Proposal; and
- Detailed pricing structure and any revenue model

Required Compliance Documents

- Ownership Disclosure Statement (N.J.S.A. 52:25-24.2);
- Non-Collusion Affidavit;
- Affirmative Action Compliance Documentation (N.J.S.A. 10:5-31 et seq.);
- Business Registration Certificate (N.J.S.A. 52:32-44)(For-Profit Bidders);
- W-9 Form
- Certification of Non-Involvement in Prohibited Activities In Russia or Belarus
- Disclosure of Investment Activities in Iran, if applicable; and
- Any additional Township-required forms

Failure to submit required documents may result in rejection.

6. FEES AND REVENUE SHARE

The selected Sports Vendor shall assess a \$15 per athlete registration field fee for all participants in Township-recognized recreational and competitive programs. This fee shall apply per athlete, per team, per season.

In instances where an athlete participates in multiple programs (e.g. recreational and travel/ competitive), the \$15 fee shall apply to each separate program registration.

7. SPONSORSHIP RIGHTS AND REVENUE ALLOCATION

All naming rights to Township facilities, fields, or permanent infrastructure shall remain the exclusive property of the Township and may only be granted or assigned by the Township in its sole discretion. No revenue sharing shall apply to naming rights agreements unless expressly authorized by the Township in writing.

For sponsorships valued at less than \$2,500 ("Minor Sponsorships"), the following revenue allocation shall apply:

- Sponsorships procured directly by the Sports Vendor: revenue shall be split 50/50 between the Township and the Sports Vendor
- Sponsorships procured directly by the Township: The Township shall retain 100% of the revenue

All sponsorship opportunities, pricing, and proposed agreements must receive prior written approval from the Township before being offered, marketed, or executed.

8. TOURNAMENT HOSTING FEES

For any tournament, championship, or special event hosted by the Sports Vendor on Township facilities, the Sports Vendor shall pay the Township a facility usage fee of \$100 per participating team per tournament event.

9. THIRD-PARTY FACILITY USE / TOWNSHIP CONTROL OF RENTALS

The Township shall retain sole authority over all third-party use, rental, and scheduling of Township owned facilities unless expressly delegated in writing.

The Township reserves the exclusive right to market, approve, schedule, and collect all rental fees for facility use by third-party organizations, leagues, or groups.

The Sports Vendor shall not independently lease, sublease, or authorize use of Township facilities to third parties without prior written approval from the Township. Any unauthorized use or collection of fees shall constitute a material breach of the agreement.

10. IN-KIND CONTRIBUTIONS

The Sports Vendor shall provide annual in-kind services, equipment, or materials to the Township in support of recreational programming and facility operations. The total value of such in-kind contributions shall not exceed \$25,000 per contract year, unless otherwise approved in writing by the Township.

11. EVALUATION CRITERIA

Proposals will be evaluated in accordance with N.J.S.A. 40A:11-4.5 based on:

- Experience and qualifications;
- Operational approach;
- Ability to meet or exceed current service levels;
- Management capability; and
- Cost and value

The Township reserves the right to interview vendors and negotiate terms.

12. TERM OF AGREEMENT

The Township anticipates entering into a contract for an initial term of two years, with renewal options subject to performance and approval, and provisions of NJ State Law.

13. GENERAL CONDITIONS

- The Township reserves the right to reject any or all proposals
- The Township may waive minor informalities
- The Township may award all or part of the contract
- Submission constitutes acceptance of RFP conditions

The selected vendor must comply with:

- Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.);
- Pay-to-Play Laws (N.J.S.A. 19:44A-20.4 et seq.), if applicable; and
- ADA and NJ Law Against Discrimination

Use of Township facilities remains under Township authority.

14. ADDITIONAL REQUIREMENTS

The selected vendor shall be required to:

- Execute a formal contract
- Provide proof of insurance
- Indemnify and hold harmless the Township
- Provide annual independent audit results to the Township Manager

FORM OF PROPOSAL

In compliance with the foregoing invitation for bids, and subject to all the conditions thereof, the undersigned offers and agrees, after having carefully examined the specifications, if this bid be accepted within a reasonable time from the date of the opening, to furnish any or all the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item,

The Legal Advertisement, Instructions to Bidders & General Specifications and Specifications and Plans applying form a part of this proposal.

The undersigned is a Partnership ()
Corporation ()
Individual () under the laws of the State
Of _____ having principal offices at:

Name of Company: _____

Address: _____

Dated: _____

Signature(s) and title(s) of person(s) authorized to sign.

IMPORTANT: A MEMBER OF THE FIRM OR A PERSON
AUTHORIZED TO SIGN BIDS FOR A
CORPORATION MUST SIGN PROPOSAL.

STOCKHOLDER DISCLOSURE CERTIFICATION N.J.S.A
52:25-24.2 (P.L. 1977 c33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection

Legal Name of Bidder: _____

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the Issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the Issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address: _____

Street Address	City	State	Zip
Telephone#		Fax #	

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who owns ten (10) percent or greater interest therein. Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____	Name: _____
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Home Address: _____	Home Address: _____
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_____	_____
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Name: _____	Name: _____
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Home Address: _____	Home Address: _____
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_____	_____
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Subscribed and sworn before me this ____ day of

_____, 2_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

NON-COLLUSION AFFIDAVIT

I, _____, of the City of _____ in the
County of _____, and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
the vendor making the Proposal for the above-named project, and that I executed the said Proposal with full
authority to do so; that said vendor has not, directly or indirectly, entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in said Proposal and in this affidavit are true and
correct, and made with full knowledge that the Township relies upon the truth of the statements contained in
said Proposal and in the statements contained in this affidavit in awarding the contract for 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 of understanding for a commission, percentage, brokerage or contingent fee,
except bonafide employees or bonafide established commercial or selling agencies maintained by
_____ (*Name of Contractor*) (N.J.S.A. §52:34-15).

Print name of affiant under signature

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public of

My commission expires _____

EXHIBIT A

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts (Mandatory
Affirmative Action Language)**

**CONTRACTOR: Please sign and return to the Office of the Township Clerk, 984 Tuckerton Road,
Marlton, New Jersey 08053 upon receipt of notification of award of contract:**

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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, color, 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.

EXHIBITS A (Continued)

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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

The contractor and the Township of Evesham, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
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. See also *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:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

*(Attach Additional
Sheets If Necessary.)*

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

CHECK THE APPROPRIATE BOX

☐

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

OR

☐

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature

Date

Print Name and Title