

**THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ**

**GENERAL REQUIREMENTS & SPECIFICATIONS
FOR
CITY CONTRACT #15-03**

SUPPLY & DELIVERY OF SCREWS FOR THE BOARDWALK RECONSTRUCTION

DEPARTMENT OF ADMINISTRATION APPROVALS

**Roger McLarnon, PE
City Engineer**

**Arthur Chew, PE
Assistant City Engineer**

PURCHASING DIVISION APPROVALS

**Joseph S. Clark, QPA
City Purchasing Manager**

**Darleen H. Korup, RPPS
Purchasing Assistant**

THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ

INVITATION FOR BID PROPOSALS

This invitation is issued to establish a contract to supply the City of Ocean City, NJ with a commodity or service in accordance with the accompanying specifications.

CITY CONTRACT #: 15-03

SPECIFICATIONS FOR: SUPPLY & DELIVERY OF SCREWS FOR THE BOARDWALK RECONSTRUCTION

BID OPENING DATE, TIME & LOCATION: **THURSDAY, APRIL 2, 2015 @ 2:00 PM, EDT**
CITY OF OCEAN CITY
CITY HALL COUNCIL CHAMBERS, ROOM #301
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

SUBMIT BID PROPOSALS PRIOR TO THE SCHEDULED OPENING TO: CITY CLERK'S OFFICE
CITY HALL, ROOM #101
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

NUMBER OF SETS OF PROPOSALS REQUIRED TO BE SUBMITTED:	<i>REQUIRED</i> , (1 ORIGINAL & 1 EXACT PHOTOCOPY) - SEE SECTION 1.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
BID BOND/SECURITY:	<i>REQUIRED</i> , SEE SECTION 19.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
CERTIFICATE OF SURETY:	<i>REQUIRED</i> , SEE SECTION 20.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
PERFORMANCE BOND:	<i>REQUIRED</i> , SEE SECTION 21.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS:	<i>REQUIRED</i> , SEE SECTION 28.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
STOCKHOLDER DISCLOSURE STATEMENT:	<i>REQUIRED</i> , SEE SECTION 30.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
NON-COLLUSION AFFIDAVIT:	<i>REQUIRED</i> , SEE SECTION 31.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC):	<i>REQUESTED</i> , SEE SECTION 41.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS

CONTACT PERSON: JOSEPH S. CLARK, OPA, RPPO
CITY PURCHASING MANAGER

TELEPHONE #: (609) 525-9356

FAX#: (609) 399-3779

E-MAIL ADDRESS: jclark@ocnj.us

NOTE: If your company wishes to be retained on the bid list for the above category of commodities or services, please return either a **bid proposal or a "no bid"** response to this invitation.

**THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ**

**GENERAL INSTRUCTIONS & CONDITIONS
FOR CITY CONTRACTS**

1.0 GENERAL INSTRUCTIONS, FORMS & SPECIFICATIONS

- 1.1 Instructions, forms and specifications may be obtained in person or by United States Mail from the Ocean City Purchasing Division, City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226-3642.
- 1.2 All bids are to be submitted on and in accordance with the Specifications and the Bid Proposal Form or on an exact replica as to wording and punctuation. Copies of this Bid Proposal Form are available from the Office of the City Purchasing Manager.
- 1.3 All bidders shall be required to submit **two (02) complete sets (one (01) original & one (01) exact photocopies) of the Bid Proposal Forms, required forms and the complete bid package** in a sealed envelope approximately 10" x 13" or larger addressed to the City Purchasing Manager, C/o the City Clerk's Office, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3642 and clearly marked with the name and address of the bidder and the number and title of the bid proposal. Bids may be hand-delivered or mailed, however, the City disclaims any responsibility for bids forwarded by United States Mail and/or Overnight Mail Carriers and that are received after the stated bid opening deadline.
- 1.4 All bids shall be received in the office of the City Clerk's Office, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3642 on or before the time and date specified. Bids received after the time considered will be returned to the bidder unopened.
- 1.5 No bids shall be considered in which the Bid Proposal Form, specifications or any provisions have been modified, without the permission of the City Purchasing Manager.
- 1.6 Additional information or clarification of any of the instructions or information contained herein may be obtained for the City Purchasing Manager or his assistant.
- 1.7 To better insure fair competition and to permit a determination of the lowest bidders, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bid proposals or bids obviously unbalanced.
- 1.8 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the City Purchasing Manager. Exceptions, as taken, in no way obligate the City to change the specifications. The City Purchasing Manager will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's own risk.

2.0 PREPARATION OF THE BID PROPOSALS (CONTINUED)

- 2.2 **All bidders are required to utilize type or clearly written black/blue ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required.** If and when applicable, a bidder chooses not to bid on specific line item, they shall then be required to place the wording **"NO BID" or N/B** on the specified line on the bid proposal form.
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 No bidder shall be permitted to offer more than one (01) price on each item, even though they may feel that they may have two or more styles that will meet the specifications. Bidders shall be required to determine for themselves which item to offer. If any bidder should submit more than one (01) price on any item, all prices for that item may be rejected at the City's discretion.
- 2.5 In the case of error in the extension of prices on the bid proposal form (if requested), the unit price shall govern. Unit prices shown shall be net.
- 2.6 **If erasures or other changes appear on the Bid Proposal forms, each erasure or change shall be initialed in ink by the individual signing the bid proposal.**
- 2.7 The Invitation for Bid Proposal contract number, the vendor's name and a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders shall be acknowledged on the form that has been provided in the specifications. Addendum received prior to bid proposal submittal shall be acknowledged in the appropriate space on the bid document. Addendum received after the bid proposal submittal should be acknowledged by letter, fax or e-mail.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bids may result in a rejection of that bid proposal. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid price sheets, which the bidder has offered pricing, shall be returned for the bid to be considered as complete.

3.0 MATERIAL AVAILABILITY

- 3.1 Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to the submission of the bid and delivery time. It is the responsibility of the bidder to notify the City immediately if item(s) specified are discontinued, replaced, or not available for an extended, period of time. The City reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful bidder when items are not supplied as offered. In addition, failure of the successful bidder to furnish the item(s) awarded from this bid may eliminate the bidder from the active bidder's list.

4.0 ESTIMATED QUANTITIES

- 4.1 Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bid proposals. The City does not guarantee to purchase any definite quantities however the City does intend to purchase the quantities that are required to meet its specific needs for that item(s) during the term of the contract. The quantities purchased by the City are limited to the amount of monies budgeted and appropriated for the same under New Jersey State Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

5.0 SAMPLES & LITERATURE TO BE PROVIDED WITH THE BID PROPOSAL

- 5.1 All bids shall be accompanied by descriptive literature giving full description of details as to the types of material and equipment that are to be furnished under the contract. Samples, if required, shall be delivered to the Purchasing Division Office, City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226 before the opening of bid proposals unless otherwise required in the specifications. **All sample packages shall be clearly tagged or marked as "Samples" and each sample shall bear the name of bidder, bid proposal number and item(s) number.** Failure to furnish samples, when required, or to clearly identify samples, may be considered sufficient reason for rejection of the bid proposal. All deliveries under the contract shall conform in all respects with samples, catalogue cuts, etc. as submitted and accepted as a basis for the award. The City reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing or proof of contract compliance and will be free from any redress or claim on the part of the bidder or contractor if any article or materials are lost, damaged or destroyed. Upon notification from the City's Purchasing Division that a sample is available for return, it shall be removed by the bidder within fifteen (15) days or the City will not be held responsible for its disposition.

6.0 MODIFICATIONS OR WITHDRAWAL OF THE BID PROPOSAL

- 6.1 A bid proposal that is the possession of the City Purchasing Division may be altered by letter, email or fax transmission bearing the signature or name of the person authorized for bidding provided it is received prior to the time and date of the scheduled bid opening. Under no circumstances shall the correspondence reveal the bid price or any changes to those figures which have been proposed, but should only indicate the addition, subtraction or other change in the documents and/or required support materials.
- 6.2 A bid proposal that is in the possession of the City Purchasing Division may be withdrawn by the bidder in person or by written notarized request up until the time of the scheduled bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by both the City Business Administrator and the City Purchasing Manager and in accordance with the local Public Contracts Law.

7.0 TRADE NAME PROVISIONS

- 7.1 This provision does not apply to items that are identified as "**NO SUBSTITUTION**".
- 7.2 When items within the proposal are identified by a manufacturer's name, trade name, brand name, catalogue number or reference, it shall be understood that the bidder proposes to furnish the item so identified and does not propose to furnish a substitute unless indicated on the bid proposal form. Brand names shall be specified if offering other than the brand identified by the City. If more than one brand is suggested by the City, the bidder shall be required to indicate which brand they are proposing to furnish.
- 7.3 The use of trade names by the City is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Bid proposals on all brands and models may be considered provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid shall also be required to be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature shall be forwarded with the bid on all proposed substitutes or the bid proposal may be found non-responsible by the City. If a catalogue is submitted, the page number where the item may be found shall be marked for each item. A sample may be required for evaluation prior to the acceptance of a substitute.
- 7.4 If a bidder proposes an item different than the item identified and does not provide a manufacturer's specification for that item, the bidder may be found non-responsible for that item.
- 7.5 The City's Purchasing Manager reserves the right to inspect and evaluate the proposed alternate item(s) for future consideration and inclusion on the qualified product's list.

7.0 TRADE NAME PROVISIONS (CONTINUED)

7.6 The City's Purchasing Manager reserves the right to approve or reject any proposed substitutes that are a variation from the City's specifications or requirements, and to accept any item or group of items as may be in the best interest of the City.

8.0 PATENT RIGHTS

8.1 Whenever any materials, process, composition or thing called for in these specifications is covered by letter patents, the successful bidder shall be required to secure before using or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the City's Purchasing Manager.

9.0 COMMERCIAL WARRANTY & MANUFACTURER'S RECOMMENDATIONS

9.1 The bidder shall agree that all supplies and/or services furnished under any resultant purchase order issued by the City of Ocean City shall be covered by the most available commercial warranties the bidder gives to any other customer for the same supplies and/or services. All warranty information and certificates shall be furnished at the time of the bid opening and become the property of the City upon the delivery of said items. All rights and remedies stated in the warranties must be honored by the contractor and/or their manufacturer.

9.2 All items shall be of new manufacture unless otherwise specifically stipulated or called for in the specifications.

9.3 All products offered shall have passed the first line standards as set forth by the manufacturer. No seconds, blemished articles, or items containing defects shall be included in the proposed bid unless specifically stipulated or called for in the specifications.

10.0 TAX EXEMPT STATUS

10.1 The City of Ocean City is exempt from Manufacturers Federal Excise Tax and states sales tax.

11.0 AWARD & PURCHASE

11.1 The City hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the City that he/she will not discriminate against any person who performs work there under because of race, religion, color, sex, or national origin.

11.2 The City reserves the right to reject any and/or all bid proposals, to waive any informalities or technical defects in the bids, unless otherwise specified by the City to accept any item or groups of items in the bid, as may be in the best interest of the City.

11.3 The City intends to award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bids or within such time as may be stated elsewhere in the specifications.

11.4 Upon award by the governing body a contract will be issued by the City Purchasing Office to the successful bidder for appropriate signatures. Upon execution of the contract the contractor shall forward all contracts back to the Business Administrator's Office for final approval and official signatures.

11.5 The City reserves the right to award at its discretion to any one of the tie bidders or to utilize which ever method of determination that it sees applicable to the circumstances.

12.0 ASSIGNMENT OF THE CONTRACT

- 12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written approval of both the City's Business Administrator and the City Purchasing Manager.

13.0 DELIVERY

- 13.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.
- 13.2 **All items shall be delivered F.O.B. destination Ocean City, NJ 08226** and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.
- 13.3 When applicable, the time (days, weeks, etc...) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established delivery dates for any cause other than strikes or an act of God may be due cause for forfeiture of the balance of the contract.
- 13.4 **The City reserves the right to charge the vendor, fifty (\$50.00) dollars per working day, or such other amount as may be stated in the special conditions or specifications, for each day that the materials, supplies or services are not delivered in accordance with the stated delivery schedule.** The per diem charge may be invoked at the discretion of the City, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the contractor or vendor.

14.0 CREDITS & RETURNS

- 14.1 Each successful bidder shall agree to accept, for full credit, and return shipping charges, the return of any item(s) received from their packaging that is delivered damaged or is rendered the same unusable for its intended purpose.

15.0 PAYMENT BY THE CITY

- 15.1 Payment shall be made by the City only after the item(s) awarded to a contractor have been received, inspected, and found to comply with the award specifications, free of damage or defect and properly invoiced. **In order for the City to make payment, the vendor shall be required to return the City's voucher that has been properly executed and signed. Attached also shall be the vendor's invoice and certified payrolls (when required by Law) that shall both bear the City's purchase order number.** Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the City's Treasurer. Failure to follow these instructions will result in the delay in the processing of invoices for payment.

16.0 ABANDONMENT OR DELAY OF THE CONTRACT

- 16.1 If the work to be done under this contract shall be abandoned by the contractor, or if at any time the City Purchasing Manager shall certify in writing to the City Council that the performance of the contract is unnecessarily or unreasonably delayed or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, the City may annul the contract or any part thereof by a written notice served upon the Contractor, and the City shall thereupon have the power to contract for the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the contractor or to their Bonding Company.

16.0 **ABANDONMENT OR DELAY OF THE CONTRACT (CONTINUED)**

16.2 The cost and expense so charged shall be deducted from and paid by the City out of such monies as may be due or become due to the Contractor under and by virtue of the contract. In the case such expense shall exceed the amount which would have been completed by the Contractor their surety shall pay the amount of such excess to the City.

17.0 **TERMINATION CLAUSE**

17.1 The failure of any contractor or supplier of the City to comply with the terms of this bid shall subject any contract or purchase order to revocation.

18.0 **CONTRACTOR'S COOPERATION WITH THE CITY**

18.1 The Contractor shall keep in touch with the City Purchasing Manager or any other representative(s) of the City so designated by the Purchasing Manager and shall actively cooperate in all matters pertaining to this contract in any way the Purchasing Manager may direct or to the end that the City of Ocean City shall receive efficient and satisfactory service. The Contractor shall meet with the City Purchasing Manager or his designated representative(s) when requested to answer any questions or to resolve any problems concerning the contract or they may be judged to have failed in the performance of the contract and their bond shall be liable.

19.0 **BID BOND/SECURITY (REQUIRED TO BE SUBMITTED WITH THE BID PROPSAL)**

19.1 **Each bid shall be accompanied by a Bid Bond, Certified Check, Treasurer's Check or Cashier's Check in the amount of ten (10%) percent of the total amount of the bid (but not in excess of \$20,000.00) per N.J.S.A. 40A:11-21.**

19.2 The bid security of all bidders except the three (03) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and holidays exempted. The bid security of the remaining unsuccessful bidders will be returned within three (03) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the contractor's Performance Bond.

19.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in their bid security being forfeited to the City as liquidated damages.

19.4 Where the specifications or instructions provide for no surety/performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.

19.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

20.0 **CERTIFICATE OF SURETY (REQUIRED TO BE SUBMITTED WITH THE BID PROPSAL)**

20.1 **Each bidder shall include with their bid proposal a certificate from a Surety Company authorized to transact business in the State of New Jersey, stating that it shall provide the Contractor with a Performance Bond in the sum required by these instructions if awarded the contract per N.J.S.A. 40A:11-22.** All bonds shall be approved as to form and sufficiency by the City Solicitor.

20.0 **CERTIFICATE OF SURETY (REQUIRED TO BE SUBMITTED WITH THE BID PROPSAL) (CONTINUED)**

20.2 **The Certificate of Surety documents shall include the following information, in order to be considered complete by the City.**

20.2.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the City, that a Performance Bond shall be issued and supplied to the City in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the City. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.

20.2.2 **A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.

20.2.3 **A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the City. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

20.2.4 **A Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

21.0 **PERFORMANCE BOND (REQUIRED FOR THIS CONTRACT)**

21.1 The successful bidder, when awarded a contract, shall be required to furnish a Performance Bond/Letter of Credit in the full amount of the contract for the faithful performance of all provisions of the terms, conditions and specifications of the contract and their obligations there under. The bond shall be provided by an approved Surety Company authorized to transact business in the State of New Jersey.

21.2 Said Performance Bond shall be posted and supplied in the amount of one-hundred (100%) percent of the total cost of the vehicle.

22.0 **RESERVATIONS**

22.1 The City reserves the right to reject any and/or all bid proposals or parts of the bid and to waive any informalities or technicalities in the bid proposals as may be in the best interest of the City and that may be permitted by Law.

22.2 **The City reserves the right to award the contract as a lump sum and/or on an individual item basis or such combination as shall, in its judgment, be in the best interest of the City of Ocean City and the general public.**

22.3 The City may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated operating, maintenance and/or repair cost to the City.

23.0 DEVIATIONS FROM THE SPECIFICATIONS

- 23.1 In addition to the above requirements, **all deviations from the specifications shall be noted in complete detail by the bidder in writing at the time of the submittal of the formal bid proposal.** The absence of a written list of specification deviations at the time of submittal of the bid proposal will hold the bidder strictly accountable to the City for furnishing material(s), equipment or services in full accordance with the specifications as written, and failure to do so will be grounds for rejection upon delivery of any item(s) not full meeting specifications.

24.0 INSPECTION OF PRODUCTS & ITEMS DELIVERED

- 24.1 All materials, equipment, supplies and/or services delivered to or performed for the City of Ocean City shall be subject to final inspection and/or testing by the City or by other testing laboratories that the City may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the City may reject all or any part of the materials, supplies or services to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the City Purchasing Manager.

25.0 DOMESTIC PRODUCTS TO BE UTILIZED

- 25.1 Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18 in connection with this contract.

26.0 LAWS & REGULATIONS

- 26.1 In all operations related to any contract awarded under these specifications, all ordinances and regulations of the City of Ocean City and all United States, State of New Jersey, County of Cape May and City Laws, which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Manager, must be respected and complied with strictly. The Contractor shall protect and indemnify the City of Ocean City and its agents of employees against any claim or liability arising from or based on the violation of such laws, ordinance or reservations, whether by them or their employee.

27.0 REQUIRED CONTRACTOR LICENSES & PERMITS

- 27.1 The Vendor and/or the subcontractor shall be responsible to secure a City mercantile license or present a valid New Jersey State License to the City's Mercantile Inspector, located in the Henry S. Knight Building, 1st Floor, 115 East 12th Street, Ocean City, NJ 08226. Failure to secure said licenses will be cause for delay in payment by the City and could subject the vendor to possible fines by the City.
- 27.2 The contractor shall comply with all Federal, State, County and local laws, regulations, resolutions and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the City's Code Enforcement Office located the Henry S. Knight Building, 2nd Floor, 115 East 12th Street, Ocean City, NJ 08226. The contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the City in writing and obtaining a notice to proceed.

28.0 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

- 28.1 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. **Prospective bidders shall be required to answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the law.**

29.0 **NEW JERSEY PREVAILING WAGE RATES REQUIREMENTS (NOT REQUIRED FOR THIS CONTRACT)**

29.1 The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. **When & where applicable certified payrolls shall be required and noncompliance of this requirement will be cause for delay in the process of payments.**

30.0 **PUBLIC DISCLOSURE STATEMENT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)**

30.1 Pursuant to N.J.S.A. 52:25-24.2 no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, **unless, prior to the receipt of the bid proposal or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all partners in the partnership who own a ten (10%) percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporation and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a Public Disclosure document shall result in rejection of the bid proposal. Failure to furnish this information with your bid proposal shall be cause for immediate rejection of the bid proposal.**

31.0 **NON-COLLUSION AFFIDAVIT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)**

31.1 **By the submission of this required affidavit,** the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid proposal. **Failure to furnish this information with your bid proposal shall be cause for immediate rejection of the bid proposal.**

32.0 **NEW JERSEY WORKER & COMMUNITY RIGHT-TO-KNOW ACT**

32.1 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the City to assure that every container bears a proper label at a City facility. This complies with PL 1983, Chapter 315, "Worker and Community Right-to-Know Act", subsection b, section 14 and N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right-to-Know Act", effective August 29, 1984. Further, **all applicable material Safety Data Sheets (MSDS) a/k/a hazardous substance fact sheet, shall be furnished to the City of Ocean City and on file with the City Safety Officer.**

33.0 **INDEMNIFICATION REQUIREMENTS**

33.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the City of Ocean City harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.

33.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the City and the bidder shall be required to replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

34.0 **INSURANCE REQUIREMENTS & COVERAGE'S (REQUIRED FORMS TO BE SUBMITTED TO THE CITY UPON AWARD OF THE CONTRACT)**

34.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:

34.2 **Commercial General Liability Insurance**

General Liability limits of **\$500,000.00 dollars** each occurrence and **\$500,000.00 dollars** aggregate products and completed operations.

34.2.1 Umbrella & Excess Liability Insurance

In the amount not less than **\$1,000,000.00 dollars** giving protection in excess of the Commercial General & Auto Liability Insurance.

34.3 **Comprehensive Automobile Liability Insurance**

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$500,000.00 dollars** any one person and **\$500,000 dollars** any one accident for bodily injury and **\$1,000,000.00 dollars** each accident for property damage, shall be maintained in full force during the duration of the contract.

Note: On all liability insurance policies, the City of Ocean City shall be named as additional insured and insurance certificates furnished to the City shall indicate such coverage.

34.4 **Worker's Compensation & Employer's Liability Insurance**

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to N.J.S.A. 34:15-12(a) & N.J.S.C. 12:235-1.6. Statutory coverage minimum of **\$500,000.00 dollars** including Employer's Liability coverage in the amount not less than **\$1,000,000.00 dollars**.

Note: The successful bidder shall provide the City with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the City and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. The required certificates shall be provided and on file with the City's Purchasing Division prior to the comment of work in connection with this contract.

34.5 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

35.0 **OCCUPATIONAL SAFETY & HEALTH ACT**

35.1 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable Federal, State, County and local Codes.

36.0 AMERICANS WITH DISABILITIES ACT OF 1990

36.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read American with Disabilities language as indicated below and agree that the provisions of Title 11 of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

36.1.1 The contractor and the City of Ocean City, hereafter "owner") do hereby agree that the provisions of Title 11 of the American With Disabilities Act of 1990 (the "Act") (42 USC 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, as its own expense, appear, defend, and pay any and all changes for legal services and any and all cost 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. 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 representative.

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 obligations to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further 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 obligation 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 this Agreement or otherwise at law.

37.0 TOBACCO & DRUG FREE WORK ENVIRONMENT

37.1 The use of tobacco, drugs and alcohol are prohibited in the City's buildings, facilities and vehicles as per City Resolution No. 93-32-143.

38.0 CONFLICT OF INTEREST POLICY

38.1 All bid awards are subject to N.J.S.A. 40:69A-163 and City of Ocean City's Resolution No. 94-33-108 which states "no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed, for any person operating any interurban railway, street railway, gas works, waterworks, electric light or power plant, heating plant, telegraph line, telephone exchange or other public utility within the territorial limits of such municipality."

39.0 NAMES OF SUBCONTRACTORS LISTED (NOT REQUIRED FOR THIS CONTRACT)

39.1 All bid proposals are subject to N.J.S.A. 40A:11-16., which states that in each bid proposal "the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with this act."

Note: When applicable by Law, failure to supply this required information with the bid proposal shall be grounds for rejection of the bid proposal.

40.0 NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE (NOT REQUIRED FOR THIS CONTRACT)

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

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

40.3 The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.26(5)). The terms mean the following:

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

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

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

40.4 To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The required forms are available online @ www.state.nj.us/labor/lsse/lspubcon.html.

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

41.0 **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUESTED CERTIFICATE TO BE SUBMITTED WITH THE SUBMISSION OF THE BID PROPOSAL)**

41.1 Pursuant to N.J.S.A. 52:25-24.2 requires that each bidder (Contractor) and subcontractor so named in the bid proposal shall be required to submit proof of a New Jersey Business Registration Certificate (BRC) **prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).** A BRC can be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available through the internet website @ www.nj.gov/njbgs or by telephone @ (609) 292-1730. Whereas, N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods and services for a contractor fulfilling this contract:

41.1.1 The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.

41.1.2 Prior to receipt of the final payment form a contracting agency, a Contractor shall be required to submit to the contracting agency an accurate list of all subcontractors or attest that none were utilized.

41.1.3 During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

41.2 A Contractor, Subcontractor or supplier of a service who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of the violation, not to exceed \$50,000.00 for each business registration not properly provided and/or maintained under a contract with a contracting agency. Information on the law and the requirements is available by calling (609) 292-1730.

42.0 **NEW JERSEY "PAY-TO-PLAY" LAW (N.J.S.A. 19.44-A-20 et seq.)**

42.1 Pursuant to the recent Senate Bill (S-2) that has been signed into law in the State of New Jersey concerning "Pay-to-Play" issues, all contractors are being placed on notice of the following:

42.1.1 The bill prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$25,000 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

43.0 **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT (REQUIRED FORMS TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)**

43.1 Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract shall be required to complete the certifications contained herein and to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list can be found on the Division's website @ <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders are required to review the list prior to completing the certifications. **Failure to complete the certifications will render a bidder's proposal nonresponsive by the City.** If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ**

RIGHT TO EXTEND - TIME FOR AWARD

The City of Ocean City is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Ocean City require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the City of Ocean City, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

Signed: _____
(Signature)

Title: _____
(Please Print or Type)

Company Name: _____

Dated: / ____ / 2015

Type of Product or Service Offered: _____

PUBLIC DISCLOSURE STATEMENT

Name of Business: _____

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

OR

- I certify that no one (01) stockholder owns ten (10%) percent or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Signature of the Notary Public)

My Commission expires: ____/____/____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____
(Name of the affiant) (Name of the municipality)

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

I am _____ of the firm of _____
(Title or position) (Name of the firm)

_____ the bidder making this Proposal for the bid entitled _____
_____, and that I executed the said proposal with full authority to do so that said bidder
(Title of the bid proposal)

has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(Name of the contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day _____, 20__

Signature

(Type or print name of affiant under signature)

Notary Public of _____

My Commission expires: _____, 20__

(Seal)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor or Subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one (01) of the following three (03) documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Submitted by: _____
(Name of the Firm)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ / **2015**

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda issued by the City:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledgement Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

____ Please place a check mark here, when no addenda were received:

Acknowledgement for: _____
(Name of the Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Dated: ____ / ____ / 2015

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS
N.J.S.A. 10:5-31 & N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE & GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the Contractor/Vendor. Specifically, each Contractor/Vendor shall submit to the City, prior to execution of the contract, one (01) of the following documents:

Goods & General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the Contractor/Vendor to the City and the Division. This approval letter is valid for one (01) year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The Contractor/Vendor shall be required to provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the Contractor's/Vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates shall be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful Contractor/Vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 fee and forward a copy of the form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence shall be submitted.

The successful Contractor/Vendor may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website @ www.state.nj.us/treasury/contract_compliance. The successful Contractor/Vendor shall be required to submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency. The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27 and agrees to furnish the required forms of evidence. The undersigned vendor further understands that their bid shall be rejected as non-responsive, if said Contractor/Vendor fails to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27.

Company Name : _____

Signature: _____

Print Name: _____

Title: _____

Dated: ____ / ____ / **2015**

MANUFACTURER'S AFFIDAVIT & CERTIFICATE OF ORIGIN

Manufacturer's Name/Address:

We hereby, affirm and declare that the products listed below: **(Please Circle One (01) Below: A or B)**

- A. Are Wholly, including all components, the growth, produce or manufacture of the listed country
OR
- B. Are substantially transformed by us through a process of manufacture (other than simple combining, re-packaging, etc...) into its current **FORM, FIT & FUNCTION** listed below:

Product Name	Part #	Countries of Manufacture

C. I declare that **(Please Circle One (01) Below)**

- 1. No United States Customs Drawback was claimed by us.
- 2. United States Customs Drawback was claimed and we have listed the amounts stated below:

D. Certification: I certify that I am personally familiar with the facts stated above and will assist the City of Ocean City, if further information is required from the manufacturer.

Signed: _____

Name & Title: _____

Dated: ____ / ____ /2015

Instructions for Completing the Manufacturer's Affidavit

The Manufacturer's Affidavit is to be filled out by a party knowledgeable of the manufacturing of the commodity/product or who can access the manufacturing records.

Indicate in A or B, if the commodity/product was wholly manufactured or substantially transformed by the Manufacturer. List Product Name(s) & Part Numbers(s) for all commodities/products that were United States manufactured.

Sections C & D should be completed by a party knowledgeable of any drawback program that the United States manufacturer participates in. (The Manufacturer's Broker may be able to assist in making this determination.)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT-2 PART FORM

PART 1 OF 2

Business Name: _____

Business Address: _____

PART 1: CERTIFICATION

BIDDERS SHALL BE REQUIRED TO COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

FAILURE TO CHECK ONE (1) OF THE BOXES MAY RENDER THE PROPOSAL NONRESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders shall be required to review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal nonresponsive.** If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT-2 PART FORM
(CONTINUED)

Name of Business: _____

Address of Business: _____

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

BIDDERS SHALL BE REQUIRED TO COMPLETE - PART 2

FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NONRESPONSIVE

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION BELOW
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE COPY & ATTACH ADDITIONAL SHEETS AS MAY BE REQUIRED

Name: _____

Name: _____

Relationship to Bidder: _____

Relationship to Bidder: _____

Description of Activities: _____

Description of Activities: _____

Duration of Engagement: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Anticipated Cessation Date: _____

Bidder Contact Name: _____

Bidder Contact Name: _____

Contact Phone Number: _____

Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT-2 PART FORM
(CONTINUED)

CERTIFICATION:

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

Submitted by: _____
(Name of the Firm)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ / **2015**

NOTARY:

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

(Signature of the Notary Public)

My Commission expires: ____ / ____ / ____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

THE CITY OF OCEAN CITY
OCEAN CITY COOPERATIVE PRICING SYSTEM (251COCCPS)
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ

BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid proposal:

- A. **Number of Copies of the Bid Proposal - Two (02) (Required)**
- B. **Bid Deposit** in the form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond. **(Required)**
- C. **Certificate from a Surety Company** stating if the bid is accepted, they will provide the required Performance Bond. **(Required)**
- D. **New Jersey Affirmative Action Requirements (Required)**
- E. **Public Disclosure Statement, properly notarized** listing stockholders or partners owning ten (10%) percent or more of corporation or partnership stock. **(Required)**
- F. **Non-Collusion Affidavit, properly notarized. (Required)**
- G. **New Jersey Business Registration Certificate (BRC) (Requested, but shall be required to be submitted prior to the award of the contract)**
- H. **Disclosure of Investment Activities in Iran Statement (Required)**
- I. **W-9 Form (Requested)**
- J. **Right-to-Extend Time for Award (Requested)**
- K. **Acknowledgement of Receipt of Addenda (Required)**
- L. **Manufacturer's Affidavit & Certificate of Origin (Required)**
- M. **Deviations from specifications, if applicable**

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City NJ**

City Contract #15-03

Supply & Delivery of Screws for the Boardwalk Reconstruction

1.0 Scope of Work

1.1 Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functionable system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred there from, the cost of such workmanship or materials shall be included in the unit price bid for the major items of work.

Unless an item of work appears on the Bid Form, the price of the materials, labor, equipment, and all work incidental or necessary for the completion of the work shall be incorporated into the various unit prices for the items appearing on the Bid Form

1.2 This contract is for the supply of stainless steel screws to fasten 3" x 6" boardwalk deck boards to 3" joist boards.

1.3 The above scope of work outlines the general items of construction and shall not be construed as being all inclusive.

2.0 Length of the Contract

2.1 The contract time shall be one-hundred and twenty (120) calendar days after the issuance of a purchase order. Failure to complete the contract in the aforementioned time frame shall constitute the applications of liquidated damages in accordance with the following schedule.

<u>Schedule of Liquidated Damages</u>	<u>Cost per Day</u>
One (1) to Fifteen (15) Days:	\$ 500.00
Sixteen (16) to Thirty (30) Days:	\$ 1,000.00
Greater Than Thirty (30) Days:	\$ 1,500.00

3.0 Reference to the Standard Specifications

3.1 Portions of the work performed under this contract shall comply with the requirements of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007, and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The State of New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.

3.2 The Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's Office or may be purchased from the New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625 or may be viewed online @ www.state.nj.us/transportation/eng/specs.

3.0 Reference to the Standard Specifications (Continued)

- 3.3 These specifications shall prevail when they are more stringent than the N.J.D.O.T. Standard Specifications or if there is a conflict with the N.J.D.O.T. Standard Specifications.

4.0 Submittals

- 4.1 **General Procedures:** Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delays.

4.1.1 Coordinate transmittal of different submittals for related elements so processing will not be delayed for coordination with other submittals. The Engineer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

- 4.2 **Processing:** Allow two (02) weeks for review. Allow more time if processing must be delayed for coordination with other submittals. The Engineer will advise the Contractor when a submittal must be delayed for coordination. Allow two (02) weeks for reprocessing each submittal.

4.2.1 No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to Permit processing.

- 4.3 **Submittal Preparation:** Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on shop drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken:

Project Name

Date

Name & address of the Contractor

Name & address of the Subcontractor

Name & address of the Supplier

Name of the Manufacturer

Section of the Specifications

4.3.1 Contractor shall note that they have reviewed the submittal prior to forwarding to engineer and that submittal is consistent with the drawings and specifications.

- 4.4 **Submittal Transmittal:** Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.

- 4.5 **Contractor's Construction Schedule:** Submit a fully developed, bar-chart type construction schedule at the preconstruction conference. Provide a separate bar for each construction activity and a vertical line to identify the first working day of each week. The schedule shall be updated each month indicating work complete and any changes, additions, and omissions to the schedule.

4.5.1 Coordinate the construction schedule with the list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

4.5.2 Indicate completion in advance of the date established for substantial completion. Indicate substantial completion on the schedule to allow time for the Engineer's procedures necessary for certification of substantial completion.

- 4.6 **Distribution of Schedules:** Distribute approved copies of the construction schedules to the Engineer, Owner, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.

4.0 Submittals (Continued)

- 4.7 **Updating:** Revise each schedule after each meeting or activity, where revisions have been made. Issue the updated schedules concurrently with report of each meeting. The revised schedule must be approved by the engineer.
- 4.8 **Daily Construction Reports:** Prepare a daily construction report and made available on site, recording information concerning events at the site. Submit duplicate copies to the Engineer at weekly intervals. Include the following information:
- List of the subcontractors at the site.
 - High & low temperatures & general weather conditions.
 - Accidents, stoppages, delays, shortages, losses, etc...
 - Emergency procedures.
 - Change orders received & implemented.
 - Partial completions & occupancies.
 - Substantial completions authorized.
- 4.10 **Shop Drawing:** Submit new information, drawn to accurate scale. Indicate deviations from contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Include the following information:
- Dimensions
 - Identification of the products & materials included.
 - Notation of coordination requirements.
 - Notation of dimensions established by field measurement.
- 4.11 **Sheet Size:** Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets at least 8½" x 11" but no larger than 30" x 42".
- 4.11.1 Do not use shop drawings without a final stamp indicating action taken indicating action taken in connection with construction.
- 4.12 **Product Data:** Collect product data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
- Manufacturer's printed recommendations.
 - Compliance with recognized trade association standards.
 - Compliance with recognized testing agency standards.
 - Application of testing agency labels & seals.
 - Notation of dimensions verified by field measurement.
 - Notation of coordination requirements.
- 4.13 **Submittals:** Submit six (06) copies of each required submittal. The Engineer will retain four (04) copies and return the others marked with action taken and corrections or modifications required.
- 4.13.1 Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.
- 4.14 **Distribution:** Furnish copies of final submittal to installers, and other required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of product data is in the installer's possession. Do not permit use of unmarked copies of product and data in connection with construction.

4.0 Submittals (Continued)

- 4.15 **Samples:** Submit full-size samples cured and finished as specified and identical to the product proposed. Mount, display or package samples to facilitate review. Prepare samples to match the Engineer's sample. Include the following:
- Generic description
 - Source
 - Product name or the name of the manufacturer
 - Compliance with recognized standards
 - Availability & delivery time & dates
- 4.15.1 Submit samples for review of kind, color, pattern and texture for a final check of these characteristics and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.
- 4.15.2 Refer to other sections for samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics.
- 4.15.3 Refer to other sections for samples to be returned for incorporation in the work. Such samples must be undamaged at the time of use. On the transmittal indicate special requests regarding disposition of sample submittals.
- 4.16 **Submittals:** Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (03) sets; one (01) will be returned marked with the action taken. Maintain sample sets at the project site for quality comparisons.
- 4.16.1 Unless noncompliance with contract document provisions is observed, the submittal may serve as the final submittal.
- 4.16.2 Sample sets may be used to obtain final acceptance of the construction associated with each set.
- 4.17 **Distribution:** Prepare additional sets for subcontractors, manufacturers, fabricators, installers and others as required for performance.
- 4.18 **Engineer's Action:** Except for submittals for record, information or similar purposes, where action and return is required, the Engineer will review each submittal, mark to indicate action taken and return. Compliance with specified characteristics is the contractor's responsibility.
- 4.19 **Action Stamp:** The Engineer will stamp each submittal with a self explanatory action stamp. The stamp will be appropriately marked to indicate action taken. Submittals that are not acceptable after two submissions shall be reviewed by the engineer at the cost of the Contractor. This cost will be deducted from the contract and will be determined by the hourly rate schedule that has been established between the municipality and the engineer for the project.
- 4.19.1 If after review and acceptance by the engineer the Contractor requests to submit an alternate manufacturer the cost for the review shall be borne by the contractor and deducted from the contract amount. If the Contractor requests to submit alternate materials than that specified the cost for the engineer review and evaluation will be borne by the contractor and deducted from the contract.

5.0 Quantities & Payment

5.1 The City will measure and make payment for items as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
4½" Stainless Steel Screw	Unit

6.0 Description of the Materials to be Provided

6.1 The Contractor shall supply 4½" stainless steel screws in accordance with the included detail.

6.2 Materials

6.2.1 All materials shall conform to Sections 906, 908 & 912

6.2.2 Fasteners and other metal items shall be supplied in accordance and as specified on the contract drawings.

6.2.3 Stainless steel shall be Type 302, unless otherwise specified or approved by the City Engineer.

6.2.4 Welding Electrodes: Table 4.1.1 of AWS D1.1 as required for applicable base metals and welding process.

6.2.5 Round bars used in diagonal bracing shall conform to ASTM specification A-572 GR50, 60 or 65 with the respective minimum yield strength.

6.2.6 High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers.

6.2.6.1 Finish: Hot-dip Zinc-coating, ASTM A 153, Class C.

6.2.7 Submittals

6.2.7.1 Samples, shop drawings and manufacturer's product literature.

6.2.7.2 Samples include all factory made items.

6.2.7.3 Shop drawings shall show gauges, thicknesses, sizes and construction of all members as well as the manner of assembling the various members that make up the different items. Show true profiles, connections and relationship to adjoining work, methods of anchoring, and all other pertinent information. Submit eight (08) copies of all shop drawings.

6.3 Quality Assurance

6.3.1 Welder Qualifications: Welds shall be made only by welders, tickers and welding operators who have been previously qualified by tests as prescribed in the Structural Welding Code, AWS D1.1 of the American Welding Society to perform the type of work required.

6.3 Quality Assurance (Continued)

6.3.2 Anchor & Fastener Design Requirements:

6.3.2.1 **Sizing:** Provide anchors and fasteners for product installations of such diameters and lengths as recommended by the particular product manufacturer involved.

6.3.2.2 **Safety Factor:** Determine the lengths of anchors and fasteners based on substrate materials at points of anchor installation and to provide a safety factor of four to one.

6.3.2.3 **Materials Compatibility:** Where anchors and fasteners contact dissimilar metal products provide anchors and fasteners of compatible material so that neither will have a deteriorating action on the other.

6.4 Workmanship

6.4.1 Steel shall be well formed to shape and size with sharp lines and angles. Shearing and punching shall leave clean, true lines and surfaces. Permanent connections shall be welded or riveted, unless bolting is indicated on the drawings or specified. The design details and workmanship shall conform to the current AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings insofar as applicable.

6.4.2 Castings shall be sound and free from warp and defects that impair their strength or appearance. Exposed surfaces shall be smooth and shall have sharp, well-defined lines and arises. Joints shall be milled to a close fit.

6.4.3 Aluminum shall be of alloy and temper suitable for each specific use.

6.5 Fabrications

6.5.1 Form metals to shape and size, with sharp lines and angles, and with smooth surfaces and faces. Shearing and punching shall leave clean true lines and surfaces, free from distortion. Weld or rivet permanent connections with all rivets in finished work countersunk. Do not use screws unless specifically shown and if used shall be countersunk stainless steel or metal compatible with the members being joined. Mill fastenings to a close fit. Provide necessary rabbets, lugs and brackets, etc., so that work can be assembled neatly. Thickness of metals and details of assembly and supports shall provide ample strength and stiffness. Form joints exposed to the weather to exclude water. Countersink and recess to receive hardware. Provide with proper bevels and clearances.

6.5.2 Provide all anchors, sleeves, screws, bolts and connecting members necessary for securing metal work to other adjacent or adjoining work. Provide and install angles and other reinforcement. Do all cutting, drilling or modifying of adjacent or adjoining work where necessary for proper installation. Set all hardware that is shop installed. Do all fittings true to line. Bend or form all tubing, pipe and other members to continuous and true curves, with all joints flush, hairline, neatly fastened together and assembled to other materials. Furnish all necessary patterns and templates and check all measurements with the work at the site. Furnish all sockets, anchors and other portions of this work that are to be built into the structure and supervise and be responsible for their accurate spacing and setting.

6.5.3 Furnish in ample time all anchors, bolts, inserts, clips and other items furnished under this section, but built in with the work of other trades.

The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City NJ

City Contract #15-03

Supply & Delivery of Screws for the Boardwalk Reconstruction

ITEM	DESCRIPTION	DATE RECEIVED	DATE APPROVED	DATE REJECTED	RESUBMITTED APPROVED DATE
1.	4½" Screws				

END OF SECTION

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH BID PROPOSAL PACKAGE

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City NJ**

City Contract #15-03

Supply & Delivery of Screws for the Boardwalk Reconstruction

[Bid Proposal Form](#)

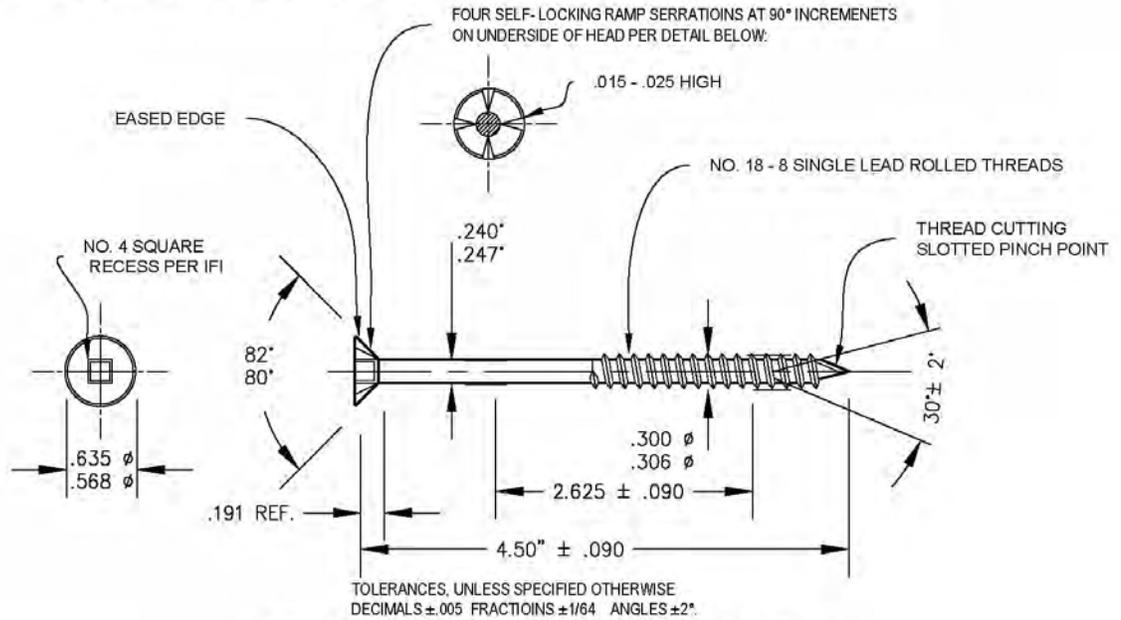
**The City of Ocean City
City Purchasing Manager
C/o City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3642**

In accordance with your Notice to Bidders, the Bid Proposal, General Instructions, Conditions and Specifications, we wish to submit a bid proposal for the following:

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	4½" Stainless Steel Boardwalk Screw as specified	240,000 each	\$_____ each	\$_____

The above shall be delivered in approximately _____ days after receipt of a City Purchase Order.

NOTE:
 FASTENER SHALL BE OF 302 SERIES STAINLESS STEEL,
 PASSIVATED AND WAXED WITH CASTROL
 SAFETY FILM NO.639, DILUTED 50% WITH WATER.



4-1/2" STAINLESS STEEL SCREW
 SELF-TAPPING, SELF COUNTER-SINKING

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

City Contract #15-03

Supply & Delivery of Screws for the Boardwalk Reconstruction

**The City of Ocean City
City Purchasing Manager
C/o City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3642**

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: City Contract #15-03, Supply & Delivery of Screws for the Boardwalk Reconstruction

STATEMENT OF AUTHORITY

Individual/Company Name: _____

Business Address: _____

Submitted By: _____

(Please Print or Type)

Signature: _____

Title: _____

Telephone #: _____ **Fax #:** _____

E-Mail Address: _____

Taxpayer Identification (TIN) #: _____

Dated: ____ / ____ / **2015**

REQUIRED REFERENCE LIST OF GOVERNMENTAL & CONTRACTUAL CUSTOMERS

1. **Name of Business:** _____
Business Address: _____
Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Approximate Dollar Figure of the Contract: _____

Date of the Contract: _____
Type of Screw Supplied: _____

2. **Name of Business:** _____
Business Address: _____
Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Approximate Dollar Figure of the Contract: _____

Date of the Contract: _____
Type of Screw Supplied: _____

REQUIRED REFERENCE LIST OF GOVERNMENTAL & CONTRACTUAL CUSTOMERS

3. **Name of Business:** _____
Business Address: _____
Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Approximate Dollar Figure of the Contract: _____

Date of the Contract: _____
Type of Screw Supplied: _____

4. **Name of Business:** _____
Business Address: _____
Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Approximate Dollar Figure of the Contract: _____

Date of the Contract: _____
Type of Screw Supplied: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

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

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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 ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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. 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.

