

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

**GENERAL REQUIREMENTS & SPECIFICATIONS  
FOR  
CITY CONTRACT #17-05**

**FURNISHING, INSTALLATION & MAINTENANCE OF LEASED COIN OPERATED BINOCULAR VIEWING  
MACHINES FOR THE CITY OF OCEAN CITY & THE CITY OF OCEAN CITY COOPERATIVE PRICING SYSTEM  
(251COCCPS) MEMBERS**

**Department of Administration Approval**

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**James V. Mallon  
City Business Administrator**

**Purchasing Division Approvals**

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

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**Allison Hansen, RPPS  
Assistant Purchasing Agent**

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**Darleen Korup, RPPS  
Purchasing Assistant**

**THE CITY OF OCEAN CITY  
CITY OF OCEAN CITY COOPERATIVE PRICING SYSTEM (251COCCPS)  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
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.**

<b>CITY CONTRACT #:</b>	<b>17-05</b>
<b>SPECIFICATIONS FOR:</b>	<b>FURNISHING, INSTALLATION &amp; MAINTENANCE OF LEASED COIN OPERATED BINOCULAR VIEWING MACHINES FOR THE CITY OF OCEAN CITY &amp; THE CITY OF OCEAN CITY COOPERATIVE PRICING SYSTEM (251COCCPS) MEMBERS</b>
<b>BID OPENING DATE, TIME &amp; LOCATION:</b>	<b>TUESDAY, JANUARY 24, 2017 @ 2:00 PM, EST CITY COUNCIL CHAMBERS CITY HALL, ROOM #301 861 ASBURY AVENUE OCEAN CITY, NJ 08226-3642</b>
<b>SUBMIT BID PROPOSALS PRIOR TO THE SCHEDULED OPENING TIME TO:</b>	<b>THE CITY OF OCEAN CITY THE PURCHASING DIVISION C/O CITY CLERK'S OFFICE CITY HALL, ROOM #101 861 ASBURY AVENUE OCEAN CITY, NJ 08226-3642</b>

<b>NUMBER OF SETS OF BID PROPOSALS TO BE SUBMITTED:</b>	<b>REQUIRED, SEE SECTION 1.0 OF THE GENERAL INSTRUCTIONS &amp; CONDITIONS FOR CITY CONTRACTS</b>
<b>NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS:</b>	<b>REQUIRED, SEE SECTION 29.0 OF THE GENERAL INSTRUCTIONS &amp; CONDITIONS FOR CITY CONTRACTS</b>
<b>STATEMENT OF OWNERSHIP DISCLOSURE:</b>	<b>REQUIRED, SEE SECTION 31.0 OF THE GENERAL INSTRUCTIONS &amp; CONDITIONS FOR CITY CONTRACTS</b>
<b>NON-COLLUSION AFFIDAVIT:</b>	<b>REQUIRED, SEE SECTION 32.0 OF THE GENERAL INSTRUCTIONS &amp; CONDITIONS FOR CITY CONTRACTS</b>
<b>NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC):</b>	<b>REQUESTED, SEE SECTION 42.0 OF THE GENERAL INSTRUCTIONS &amp; CONDITIONS FOR CITY CONTRACTS</b>

<b>CONTACT PERSON:</b>	<b>JOSEPH CLARK, QPA, RPPO, CPPB, CITY PURCHASING MANAGER</b>
<b>TELEPHONE #:</b>	<b>(609) 525-9356</b>
<b>FAX #:</b>	<b>(609) 399-3779</b>
<b>E-MAIL ADDRESS:</b>	<b><a href="mailto:jclark@ocnj.us">jclark@ocnj.us</a></b>

**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 or a "no bid" response to this invitation.**

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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 Postal Service (USPS) from the Ocean City Purchasing Division, City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226-3642.
- 1.2 All bid proposals 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 photocopy) of the Bid Proposal Forms, required forms and the complete bid proposal 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. Bid proposals may be hand-delivered or mailed, however, the City disclaims any responsibility for bids forwarded by United States Postal Service (USPS) and/or overnight mail carriers and that are received after the stated bid proposal opening deadline.
- 1.4 All bid proposals 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. Bid proposals received after the time considered will be returned to the bidder unopened.
- 1.5 No bid proposals 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, bid proposals 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.
- 2.2 **All bidders are required to utilize type or clearly written 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 items, 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 (02) 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 shall be shown as net.
- 2.6 **If erasures or other changes appear on the bid 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 should be acknowledged in the appropriate space on the bid document. Addendum received after bid 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 Bid Proposals may result in a rejection of that bid proposal. Bidder quotation forms duplicating the items listed on the enclosed bid proposal can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid form price sheets, which the bidder has offered pricing, shall be returned for the bid proposal to be considered as complete.

## 3.0 MATERIAL AVAILABILITY

- 3.1 Bidders shall be required to 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 bid proposals 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, e-mail 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 proposal 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 proposal opening. Bid proposals may not be withdrawn after the bid proposal opening, unless formal approval has been granted by both the City Business Administrator and the City Purchasing Manager and in accordance with N.J.S.A. 40:A11-23.3.

#### 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 proposal 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 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.

## **7.0 TRADE NAME PROVISIONS (CONTINUED)**

- 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.
- 7.6 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 bid proposals in response to this Invitation for Bid Proposals 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 bids, 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 Mayor's Office for final approval and official signatures.

## 11.0 AWARD & PURCHASE (CONTINUED)

- 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, months, years, 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 Contractor or Vendor, the amount that has been established in the special conditions or specifications for each day the materials, supplies or services are not delivered in accordance with the 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 the 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 (NOT REQUIRED FOR THIS BID PROPOSAL)**

20.0 **CERTIFICATE OF SURETY (NOT REQUIRED FOR THIS BID PROPOSAL)**

21.0 **PERFORMANCE BOND (NOT REQUIRED FOR THIS CONTRACT)**

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 Contractor 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, 1<sup>st</sup> Floor, 115 East 12<sup>th</sup> 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, 2<sup>nd</sup> Floor, 115 East 12<sup>th</sup> 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)

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

30.1 Whereas, N.J.S.A. 52:25-24.2 provides that 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 Statement of Ownership Disclosure Document shall result in 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 bid proposals, 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 **\$1,000,000.00 dollars** each occurrence and **\$1,000,000.00 dollars** aggregate products and completed operations.

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

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 **\$500,000.00 dollars** any one accident for bodily injury and **\$500,000.00 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 and any participating Cooperative Pricing System Member 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 thirty (30) 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.

## 36.0 AMERICANS WITH DISABILITIES ACT OF 1990 (CONTINUED)

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 contract 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 BID PROPOSAL)**
- 40.0 **NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE (NOT REQUIRED FOR THIS BID PROPOSAL)**
- 41.0 **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUESTED CERTIFICATE TO BE SUBMITTED WITH THE SUBMISSION OF THE BID PROPOSAL)**

41.1 Whereas, 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](http://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 from a contracting agency, a Contractor must 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 \$25,000.00 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  
City of Ocean City Cooperative Pricing System (251COCCPS)  
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 services within sixty (60) days of the bid proposal opening date.

Should the City of Ocean City require an additional thirty (30) days extension to make an award of this contract, by signing this document your firm/company shall grant the City the right to extend this award of a contract up to ninety (90) days, if deemed necessary.

**Signed:** \_\_\_\_\_  
(Signature)

**Title:** \_\_\_\_\_  
(Please Print or Type)

**Company/Firm Name:** \_\_\_\_\_

**Dated:** \_\_\_\_ / \_\_\_\_ / **2017**

**Type of Product or Service Offered:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I - Check the box below that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II & III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II & III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership (LP) ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

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

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

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



**STATEMENT OF OWNERSHIP DISCLOSURE (CONTINUED)****Part III - DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

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

**Part IV - Certification**

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

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

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
(Name of the affiant)

\_\_\_\_\_ in the County of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do;  
that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any  
action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained  
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 State of New Jersey relies upon the truth of the statements contained in  
said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

\_\_\_\_\_ (N.J.S.A. 52:34-15)  
(Name of the Contractor)

Signature of Contractor \_\_\_\_\_

Subscribed and Sworn to \_\_\_\_\_

before me this \_\_\_\_\_ day

of \_\_\_\_\_,

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICES & 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, material 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or Subcontractor, where applicable will, in all solicitations of 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, material status, sex, 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 of 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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-3 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

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

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, 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 Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27.

**Submitted by:** \_\_\_\_\_  
**(Name of the Company/Firm)**

**Name:** \_\_\_\_\_  
**(Please Print or Type)**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_ / \_\_\_\_ / **2017**

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

**AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE TO BIDDERS N.J.S.A.10:5-31 & N.J.A.C. 17:27  
GOODS & SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirements to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award, but not prior to the execution of this contract, one (01) of the following three (03) documents as forms of evidence:

- (a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (01) year from the date of the letter);  
**OR**
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4  
**OR**
- (c) A photocopy of an Employee Information Report (Form AA-302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful Vendor/Contractor may obtain the Affirmative Action Employee Information Report (AA-302) form the contracting unit during normal business hours. The successful vendor(s)/Contractor(s) must submit the copies of the (AA-302) Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) the Public Agency copy is submitted to the public agency, and the vendor copy shall be retained by the vendor. The undersigned Vendor/Contractor certifies that they are 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/Contractor further understands that their bid shall be rejected as non-responsive, if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27.

**Company/Firm Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Dated:** \_\_\_\_ / \_\_\_\_ / 2017

**Note:** A Contractor's bid proposal shall be rejected as non-responsive if a Contractor fails to comply with the requirements of N.J.S.A.10:5-31 & N.J.A.C. 17:2.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
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:**

<b>Addenda Number</b>	<b>Dated</b>	<b>Acknowledgement Receipt (Initial)</b>
_____	____/____/2017	_____
_____	____/____/2017	_____
_____	____/____/2017	_____
_____	____/____/2017	_____

\_\_\_\_\_ **If no Addenda were received, please check here.**

**Acknowledgement for:** \_\_\_\_\_  
**(Name of the Bidder)**

**By:** \_\_\_\_\_  
**(Signature of the Authorized Representative)**

**Name:** \_\_\_\_\_  
**(Please Print or Type)**

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_/\_\_\_\_/2017

**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 must 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.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT - 2 PART FORM**

**Name of the 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 Telephone Number: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT - 2 PART FORM**

**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 Company/Firm)

**Name:** \_\_\_\_\_  
(Please Print or Type)

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_ / \_\_\_\_ / **2017**

**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  
City of 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:**

- |  |  |
|--|--|
| <b>A. Number of Copies of the Bid Proposal - Two (02) (Required)</b>   | <input type="checkbox"/>                             |
| <b>B. Bid Deposit</b> in the form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond. <b>(Not Required)</b>  | <input type="checkbox"/>                             |
| <b>C. Certificate from a Surety Company</b> stating if the bid is accepted, they will provide the required Performance Bond. <b>(Not Required)</b>                                       | <input type="checkbox"/>                             |
| <b>D. New Jersey Affirmative Action Requirements (Required)</b>  | <input type="checkbox"/>                             |
| <b>E. Statement of Ownership Disclosure, properly notarized</b> listing stockholders or partners owning ten (10%) percent or more of corporation or partnership stock. <b>(Required)</b> | <input type="checkbox"/>                             |
| <b>F. Non-Collusion Affidavit, properly notarized. (Required)</b>  | <input type="checkbox"/>                             |
| <b>G. New Jersey Business Registration Certificate (BRC) (Requested, but shall be required to be submitted prior to the award of the contract)</b>                                       | <input type="checkbox"/><br><input type="checkbox"/> |
| <b>H. Disclosure of Investment Activities in Iran Statement (Required)</b>   | <input type="checkbox"/>                             |
| <b>I. W-9 Form (Requested)</b>   | <input type="checkbox"/>                             |
| <b>J. Right-to-Extend Time for Award (Requested)</b>   | <input type="checkbox"/>                             |
| <b>K. Acknowledgement of Receipt of Addenda (Required)</b>   | <input type="checkbox"/>                             |
| <b>L. Deviations from specifications, if applicable</b>  | <input type="checkbox"/>                             |

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

**City Contract #17-05**

**Furnishing, Installation & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members**

**A. Supplementary General Information & Conditions**

**1.0 Purpose & Intent of the Contract**

- 1.1 These specifications are intended to cover the requirements for the installation, supply and servicing of Coin Operated Binocular Viewing Machines for various locations throughout the City of Ocean City and for Ocean City Cooperative Pricing System (251COCCPS) members the calendar years 2017/2019 & 2019/2020.
- 1.2 It shall be the City's intention to obtain bid proposals from qualified bidders for the purpose of supplying and servicing coin operated binocular viewing machines on City/Coop member owned property. Additionally, it shall be the City's intention to supply said service at a reasonably established rate to the end user, while at the same time maximizing the return to the City/Coop members for these leased spaces.
- 1.3 To assure that this request permits competitive bidding. It shall be the bidder's responsibility to advise the City Purchasing Division at the address noted on the Invitation for Bid Proposals, if any language, requirements, etc..., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid Proposals to a single source. Such notification shall be submitted in writing and must be received in the Purchasing Division not later than ten (10) days prior to the scheduled bid proposal opening date.

**2.0 Term of the Contract & Required Months of Operation**

- 2.1 The initial term of this contract for the City of Ocean City shall be for a period of **twenty (24) months beginning on April 1, 2017 and continuing through March 31, 2019.** Providing that the performance under this contract is satisfactory and that the contractor complies with the requirements of the specifications, the contract may be extended for **one (01) additional year, beginning on April 1, 2019 and continuing through March 31, 2020** per N.J.S.A. 40A:11-15 (10). The option to extend the contract shall be at the sole discretion of the City. The contract may be canceled with a minimum of sixty (60) days notice of intent to cancel for unacceptable performance and sixty (60) days notice not to extend the contract period beyond the current contract.
- 2.2 The Contractor shall be required to ensure that their binocular viewing machines are fully operational in Ocean City for a **minimum** time period of **nine (09) months (March 15<sup>th</sup> – November 15<sup>th</sup>)** on an annual basis. If the contractor desires to leave the machines in operation for a longer time period than specified, it shall be mutually agreed upon by both parties.
- 2.3 The Contractor shall be required for the Coop members to ensure that their binocular viewing machines are fully operational for the time period that is established at the start of the contract. Some members have year round operations that will require the machines to fully functional for the duration of a full year. Others may have seasonal operations, much like Ocean City that will only require the machines to be operational for a limited duration.

A. **Supplementary General Information & Conditions (Continued)**

**3.0 Basis of Agreement & Flat Percentage Rate**

- 3.1 The basis of this agreement shall be for the rental of City owned spaces to the successful bidder(s) for the transaction of the business of providing a coin operated optical viewing machines. The City shall be compensated at a flat percentage rate for the space that has been provided for said service. The flat percentage rate shall be that amount as bid on the Proposal Form and accepted by the City; all payments shall be required to be made within fourteen (14) calendar days from the end of each month. In no way shall this transaction be construed as the City buying of any service. In addition, the successful bidder shall be responsible for the payment of any and all taxes, permits, licenses, fees, etc..., of any nature, to include but not limited to sales tax, excise tax, use tax, mercantile fees and any other types existing or to be added at a future date. The only interest that the City shall have in this agreement is the collection of the flat percentage rate payments for the contractor's use of City owned spaces and the monitoring of the contract to insure its smooth administration and compliance to the specifications.
- 3.2 The successful bidder shall not sublet or subcontract any portion of said contract without the written approval of the City of Ocean City, and such approval shall only be given in extraordinary circumstances, it being the intention of the City that the successful bidder alone shall operate under this contract.

**4.0 Payments to the City of Ocean City & Coop Members**

- 4.1 All payments for shall be submitted to (Items No. 16.1.1 - 16.1.6):

**The City of Ocean City  
Department of Revenue & Finance  
Accounts Receivable Division  
City Hall, Room #205  
861 Asbury Avenue  
Ocean City, NJ 08226-3696**

- 4.2 All payments shall be made on a **monthly basis** during the times of operation and shall be accompanied by an itemized statement of the sales (revenue) of each machine for the previous month. The successful vendor shall be responsible for all taxes and shall not deduct said taxes from the rental fees owed to the City.
- 4.3 All payments to the Coop members shall be made on a **monthly basis** during the times of operation and shall be accompanied by an itemized statement of the sales (revenue) of each machine for the previous month. Each Coop member shall be required to establish a point of contact at the time of the award of the contract where all payments and related materials shall be sent on a monthly basis.

**5.0 Evaluation of the Bid Proposals**

- 5.1 All proposals shall be evaluated by the City Purchasing Division for the determination of award of the contract that best meets the requirements set forth by the City specifications.
- 5.2 Equipment inspections may be performed by the City Purchasing Division, if it is deemed necessary in the final determination of award of the most qualified bidder.

A. **Supplementary General Information & Conditions (Continued)**

**6.0 Award of the Contract**

- 6.1 The award of the contract shall be made to the most responsible bidder submitting the **highest flat percentage rate** payable to the City of Ocean City for use of the City owned property.
- 6.2 The award shall be based on the evaluation of the bidder's response to the items shown on the Proposal Form and other related materials that are required in the specifications.
- 6.3 The City reserves the right to accept or reject any and all bid proposals and to waive any informality contained herein where the acceptance, rejection or waiving of such, would be in the best interest of the City.

**7.0 Cancellation of the Contract**

- 7.1 The City may at any time during the term of the contract, terminate the contract with respect to the Furnishing, Installation and Maintenance of Leased Coin Operated Binocular Viewing Machines by giving not less than thirty (30) days written notice to the vendor of it's intentions to do so for noncompliance with the terms and conditions of the agreement.
- 7.2 For cancellation under the provisions of this clause, the City shall not be liable for any costs or penalties by reason of cancellation.
- 7.3 Additionally, the City reserves the right without penalty to remove an existing Coin Operated Binocular Viewing Machines from its designated location during the term of the Contract, by providing not less than thirty (30) days written notice to the vendor.

**8.0 Binocular Vendor Requirements**

**8.1 Monthly Reports**

- 8.1.1 The Contractor **shall be required to submit a monthly report** as specified by the City on all binocular viewing machines on which the contractor has made sales during the specified period. Said report shall be provided on either computer generated forms, or typed on printed forms; in no event shall a handwritten report be permitted and/or accepted by the City.
- 8.1.2 The Contractor shall supply a complete list of equipment supplied by location. Once installation has been completed, the vendor shall additionally be required to submit a list, indicating the location of the viewing machine and the machines serial number. The City shall not assume any liability of any kind for machines that have been placed on City property that are not shown on the list as supplied by the vendor. For the items on the list, it shall be the responsibility of the contractor to obtain the protection deemed necessary to protect their interests.

**8.2 City Mercantile License**

- 8.2.1 All binocular viewing machines located on City property **shall be required to possess a valid mercantile license** issued by the City of Ocean City. It shall be the sole responsibility of the vendor to secure said license. The City **shall not waive** any related fees associated with the issuance of a mercantile and/or vending machine license required under this contract.
  - 8.2.1.1 See Section 28.0 of the General Instructions and Conditions for City Contracts for further information on City Mercantile Licenses.
  - 8.2.1.2 Each binocular viewing machine shall have a valid mercantile sticker clearly affixed to it, as required by the City's inspecting division.

A. **Supplementary General Information & Conditions (Continued)**

**8.0 Binocular Vendor Requirements (Continued)**

**8.3 Refund Procedures**

8.3.1 **All bidders shall be required to submit with their bid proposal** a refund procedure (as an attachment on their letterhead) to be followed at each location.

8.3.2 Each binocular viewing machine shall have a sticker/label affixed to it with the required information as to how refunds can be obtained by the customer utilizing this service.

**8.4 Additions & Changes in Equipment**

8.4.1 The City reserves the right to make changes in the number and/or the type of equipment required whenever it deems it so necessary. Such changes shall be based upon increases and/or decreases in the volume of sales and shall be by mutual agreement between the City and the contractor where practicable and possible.

**8.5 Binocular Product & Service Requirements**

**8.5.1 Required Service of Binocular Viewing Machines**

8.5.1.1 All machines shall be checked by the Contractor on a regular basis and shall be properly maintained as required in the specifications. The Contractor shall provide service for normal business activity at each location. A sufficient quantity and quality of service shall be provided by the Contractor to meet the normal viewing demands of the public until the next scheduled service visit. If product usage is such that earlier service is required, such service shall be supplied within **twenty-four (24) hours** of notification of need.

8.5.1.2 The Contractor shall be responsible for all the required maintenance of the machines at each location. For the seven (07) day a week operations, the bidder shall supply service within twenty-four (24) hours, seven (07) day a week, twenty-four (24) hours a day. For the five (05) day per week operations, bidders shall supply service prior to the start of business of the next working day and/or twenty-four (24) hours or whichever is greater. In the event that a machine cannot be repaired on the site, a substitute machine shall be provided within not less than seven (07) working days.

**8.5.2 Requirements of the Binocular Viewing Machines**

8.5.2.1 The telescope/binocular viewer shall be required to facilitate the natural use of two (02) eyes for viewing.

8.5.2.2 The minimum lens system provided shall be as follows: 9x Bushnell focus free 7 x 35 wide angle telescope/binocular viewer and/or approved equal. A focus free standard wide angle 7 x 35 binocular shall be supplied with a wide field of view (minimum of 578' feet at 1,000 yards) and/or approved equal.

8.5.2.3 The telescope/binocular shall be weather and waterproof and capable of sustaining the high corrosion effects of the salt air and blowing sand, strong winds which are all normal elements in a coastal barrier island placement. The telescope/binocular shall be chromium plated; cast bronze housing with internal components made of bronze and/or stainless steel. If cast iron is utilized in the external component i.e. stand the cast iron must be maintained annually with a weather resistant paint.

**A. Supplementary General Information & Conditions (Continued)**

**8.0 Binocular Vendor Requirements (Continued)**

**8.5 Binocular Product & Service Requirements (Continued)**

**8.5.3 Requirements of the Binocular Viewing Machines (Continued)**

- 8.5.3.1 The telescope/binocular viewer head shall be compact to allow for full circle turns with little risk or no risk to the viewer/customer. The telescope/binocular viewer shall be able to accommodate viewers of all heights in a safe and comfortable manner.
- 8.5.3.2 Each telescope/binocular shall be fitted with a recording meter that is capable of providing an accurate count of the number of coins contained in each unit. The recording meter shall be able to verify the viewer's receipts.
- 8.5.3.3 Each telescope/binocular shall be required to provide the viewer/customer with an accurate display for a rate, legend, and instructions on operation. The telescopes/binoculars shall provide a method to locate point of interest that can be easily followed by all viewer/customer.
- 8.5.3.4 The coin operated mechanism shall be required to accept United States coins and have a holding capacity of at least 2,000 coins based on the size of a standard United States quarter.
- 8.5.3.5 The coin mechanism shall be able to be manually operated, all locations are supplied without electrical power and the telescope/binocular viewer shall not be permitted to contain any batteries and/or portable power supply.
- 8.5.3.6 The telescope/binocular viewer weight shall not exceed a maximum of three-hundred & fifty (350) lbs.
- 8.5.3.7 The minimum viewing time shall be not less than 2½ minutes. The telescope/binocular viewer supplied to the City shall have the ability to be adjusted between 1½ minutes and 3½ minutes.
- 8.5.3.8 Each viewer shall be supplied with a legible viewing card with a pointer, disk and customized legend card. The card supplied shall be provided in the English language.
- 8.5.3.9 The viewers supplied by the vendor shall be available in both the standard tower and barrier-free base models. The units shall be supplied as indicated in Section 16.0.

**9.0 General Product Requirements**

- 9.1 The City reserves the right to approve any and all telescopes and their selling price prior to their use at any location. Additionally the City reserves the right to approve any and all changes in the product, its placement and/or cost, prior to any changes being performed by the vendor.
- 9.2 All risk of loss and/or damage to the machines as a result of theft, breakage, or any other cause whatsoever, shall be the sole responsibility of the vendor. The City shall be held harmless and free from any and all liability associated with the machines.
- 9.3 The successful bidder shall indemnify and hold harmless the City of Ocean City from any and all claims or injury arising out of this contract.

**A. Supplementary General Information & Conditions (Continued)**

**10.0 Time Frame for the Installation of the Required Equipment**

- 10.1 All viewing machines as listed herein shall be installed and made fully operational by March 15, 2017.
- 10.2 The successful bidder shall contact the City Purchasing Manager prior to the installation of the machines at each location. The City shall designate an employee at each location, who will supervise all installation activities at the location.
- 10.3 The successful bidder shall comply with the specifications for mounting of viewers as detailed on the attached plans – Drawing No. S-1. These shall apply to all viewers installed at the various boardwalk locations.

**11.0 Material & Workmanship**

- 11.1 All equipment furnished under this contract and the parts thereof shall be of the manufacturer's latest listed and published stock models, which shall meet all the applicable requirements of the specifications.
- 11.2 All design, workmanship and materials shall in every respect be in accordance with the best current practice in the industry and all materials utilized shall be new unless otherwise specified. All design workmanship and materials shall be at all times and places subject to the inspection of the City. Should the units fail to meet the City's approval, the units shall forthwith be made good, replaced and/or corrected, as the case may be, by the vendor at their own expense.

**12.0 Employees of the Contractor**

- 12.1 All technical service employees of the vendor shall be either uniformed and/or readily identifiable through proper identification.
- 12.2 The successful bidder shall provide an adequate number of trained personnel to properly service and empty the viewing machines as required by the specifications and the usage at each site.
- 12.3 The successful Contractor's employees shall at all times be polite and courteous when dealing with patrons and the City staff.
- 12.4 The successful Contractor shall conduct a thorough background check on each employee utilized as part of this contract.

**13.0 Binocular Viewing Price Requirements**

- 13.1 The price per view shall not exceed twenty-five (0.25) cents for the duration of time that has been established by the City in Section 8.5.2.10 of the specifications. It is the City's intention at the selected locations to provide to the general public with a maximum view of various points of interest for a reasonable and competitive price.

**14.0 Utilization of City Owned Property**

- 14.1 The successful Contractor shall make no other use of the designated premises than the purpose for which, as stated in this specification, has been intended.

**15.0 Signs & Advertisements**

- 15.1 The successful Contractor shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises or upon the sidewalks or streets adjacent thereto or upon the roof or any of the outside walls of buildings designated as City/Coop member owned property.



A. **Supplementary General Information & Conditions (Continued)**

**16.0 Binocular Viewing Machine Designated Locations for the City of Ocean City**

16.1 The following **five (05) locations** on City owned property have been designated for the placement of the **eight (08)** telescope & binocular viewing machines:

16.1.1 **Ocean City Boardwalk, 5<sup>th</sup> Street & the Boardwalk**

- (1) - Standard binocular viewer
- (1) – Barrier-Free binocular viewer

16.1.2 **Ocean City Boardwalk, 10<sup>th</sup> Street & the Boardwalk**

- (1) - Standard binocular viewer
- (1) – Barrier-Free binocular viewer

16.1.3 **Ocean City Boardwalk, 12<sup>th</sup> Street & the Boardwalk**

- (1) - Standard binocular viewer
- (1) – Barrier-Free binocular viewer

16.1.4 **Ocean City Music Pier, 811 Boardwalk**

- (1) – Standard binocular viewer

16.1.5 **Ocean City Visitor's Center, Rt. 52**

- (1) – Standard binocular viewer

**17.0 Binocular Viewing Machine Designated Locations for Ocean City Cooperative Pricing System (251COCCPF) Members**

17.1 During the term of the contract members of the Ocean City Cooperative Pricing System (251COCCPF) may wish to participate in this contract. Pricing shall be provided in the bid proposal for said binocular view finding machines even though an exact number and the placement of the machines has not been determined at this time.

17.2 At this time the following governmental agencies are members of the Ocean City Cooperative Pricing System (251COCCPF) and may participate in this contract:

17.2.1 Borough of Avalon (Cape May County)

17.2.2 City of Brigantine (Atlantic County)

17.2.3 County of Cape May (Cape May County Zoo)

17.2.4 Borough of Cape May Point (Cape May County)

17.2.5 Township of Galloway (Atlantic County)

17.2.6 Township of Lower (Cape May County)

17.2.7 City of Sea Isle City (Cape May County)

17.2.8 City of Margate City (Atlantic County)

17.2.9 City of North Wildwood (Cape May County)

17.2.10 Township of Upper (Cape May County)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

**City Contract #17-05**

**Furnishing, Installation & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members**

**PROPOSAL FORM**

**The City of Ocean City  
The City Purchasing Manager  
C/o The City Clerk's Office  
City Hall, Room #101  
861 Asbury Avenue  
Ocean City, NJ 08226-3624**

**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:**

<b><u>Item #</u></b>	<b><u>Description</u></b>	<b><u>Percent to be Paid to the City / Coop Members</u></b>
----------------------	---------------------------	---

**The City of Ocean City**

- |     |   |               |
|-----|---|---------------|
| 1.  | The percentage of revenue that is to be paid to the City for the use of locations and for the placement binocular viewing machines as listed in Section 16.0. | _____ %       |
| 1a. | Coin operated binocular viewer, cost per view   | _____ Cents   |
| 1b. | Coin operated binocular viewer minutes per view   | _____ minutes |

**The City of Ocean City Cooperative Pricing System (251COCCPS) Members**

- |     |  |               |
|-----|--|---------------|
| 2.  | The percentage of revenue that is to be paid to a Cooperative Members agency for use of locations and for the placement binocular viewing machines as indicated in Section 17.0. | _____ %       |
| 2a. | Coin operated binocular viewer, cost per view  | _____ Cents   |
| 2b. | Coin operated binocular viewer minutes per view  | _____ minutes |

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City  
City of Ocean City Cooperative Pricing System (251COCCPS)  
Department of Administration  
Purchasing Division  
Cape May County  
Ocean City, NJ**

**City Contract #17-05**

**Furnishing, Installation & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members**

**STATEMENT OF AUTHORITY**

**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, and 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 #17-05, Furnishing, Installation & Maintenance of Leased Coin Operated Binocular Viewing Machines for the City of Ocean City & the Ocean City Cooperative Pricing System (251COCCPS) Members**

**Company/Firm Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**(Please Print or Type)**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone#:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Taxpayer Identification (T.I.N.) #:** \_\_\_\_\_

**Dated:** \_\_\_\_ / \_\_\_\_ / **2017**

**REQUIRED REFERENCE LIST OF CUSTOMERS**

- 1. Name of Governmental/Contractual Agency:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
**Telephone #:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Number of Viewers in Service:** \_\_\_\_\_  
**Cost Per View:** \_\_\_\_\_  
**Duration of View:** \_\_\_\_\_  
**Number of Years that the Viewers have been in Service with said Customer:** \_\_\_\_\_
  
- 2. Name of Governmental/Contractual Agency:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
**Telephone #:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Number of Viewers in Service:** \_\_\_\_\_  
**Cost Per View:** \_\_\_\_\_  
**Duration of View:** \_\_\_\_\_  
**Number of Years that the Viewers have been in Service with said Customer:** \_\_\_\_\_

**REQUIRED REFERENCE LIST OF CUSTOMERS**  
**(CONTINUED)**

**3. Name of Governmental/Contractual Agency:**\_\_\_\_\_

**Business Address:**\_\_\_\_\_

**Telephone #:**\_\_\_\_\_

**Fax #:**\_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:**\_\_\_\_\_

**Number of Viewers in Service:**\_\_\_\_\_

**Cost Per View:**\_\_\_\_\_

**Duration of View:** \_\_\_\_\_

**Number of Years that the Viewers have been in Service with said Customer:**\_\_\_\_\_

**4. Name of Governmental/Contractual Agency:**\_\_\_\_\_

**Business Address:**\_\_\_\_\_

**Telephone #:**\_\_\_\_\_

**Fax #:**\_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Contact Person:**\_\_\_\_\_

**Number of Viewers in Service:**\_\_\_\_\_

**Cost Per View:**\_\_\_\_\_

**Duration of View:** \_\_\_\_\_

**Number of Years that the Viewers have been in Service with said Customer:**\_\_\_\_\_

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

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ] <b>or</b> <b>Employer identification number</b> [ ][ ]-[ ][ ][ ][ ][ ][ ][ ][ ]
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<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> 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 3.	<b>Sign Here</b> Signature of U.S. person ▶ _____ Date ▶ _____
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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



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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. 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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

## Privacy Act Notice

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