

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

**Specifications & General Requirements**

**City RFP # Q-18-010**

**Consultant Services for the Community Development Block (CDBG) Grant  
Programs in the City of Ocean City**



**Department of Financial Management  
Approvals**

**Frank Donato, CFO  
Director of Financial Management**

**Christine D. Gundersen  
Manager of Capital Planning**

**Purchasing Division Approvals**

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

**Allison L. Hansen, RPPS  
Assistant Purchasing Agent**

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

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

**Request for Proposals (RFP)**

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.

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<b>City RFP #:</b>	<b>Q-18-010</b>
<b>Specifications For:</b>	<b>Consultant Services for the Community Development Block (CDBG) Grant Programs in the City of Ocean City</b>
<b>RFP Return Deadline Date:</b>	<b>Tuesday, July 3, 2018 @ 2:00 P.M., EDT</b>
<b>Submit Quotations To:</b>	<b>City Purchasing Division C/O The City Clerk's Office City Hall, Room #101 861 Asbury Avenue Ocean City, NJ 08226</b>

<b>Number of Copies Required to be Submitted with the Proposal:</b>	<b><i>Required, (One (01) Original &amp; Two (02) Exact Photocopies) See Section 1.0 of the General Instructions &amp; Conditions for City Request for Proposals</i></b>
<b>New Jersey Affirmative Action Plan:</b>	<b><i>Required, See Section 13.0 of the General Instructions &amp; Conditions for City Request for Proposals</i></b>
<b>Statement of Ownership Disclosure:</b>	<b><i>Required, See Section 14.0 of the General Instructions &amp; Conditions for City Request for Proposals</i></b>
<b>Non-Collusion Affidavit:</b>	<b><i>Required, See Section 15.0 of the General Instructions &amp; Conditions for City Request for Proposals</i></b>
<b>New Jersey Business Certificate Registration (BRC):</b>	<b><i>Required, See Section 22.0 of the General Instructions &amp; Conditions for City Request for Proposals</i></b>

<b>Contact Person:</b>	<b>Joseph S. 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><u><a href="mailto:jclark@ocnj.us">jclark@ocnj.us</a></u></b>

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

**GENERAL INSTRUCTIONS & CONDITIONS FOR CITY REQUEST FOR PROPOSALS (RFP)**

**1.0 INSTRUCTIONS, FORMS & SPECIFICATIONS**

- 1.1 Instructions, forms and specifications may be obtained in person or by United States Postal Service (USPS) mail from the Ocean City Purchasing Division, City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226.
- 1.2 All quotes are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Copies of this Proposal Form are available at the Purchasing Division Office.
- 1.3 All bidders shall be required to submit **two (02) complete sets (one (01) original & one (01) exact photocopy) of the Proposal Forms and Bidders Qualifications, the complete RFP package in a sealed envelope approximately 10" x 13" or larger addressed to the City Purchasing Manager, C/o The City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226 and clearly marked with the name and address of the bidder and the number and title of the RFP proposal.** RFP proposals may be hand-delivered or mailed; however, the City disclaims any responsibility for RFP proposals forwarded by United States Postal Service (USPS) mail and/or Overnight Mail Carriers that are received after the scheduled proposal opening deadline.
- 1.4 All quotes shall be required to be received by the City Clerks Office, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226 on or before the time and date specified in the specifications.
- 1.5 No quotes will be considered in which the Proposal, 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 assistants.
- 1.7 To better insure fair competition and to permit a determination of the lowest qualified bidder, quotes may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non responsible RFP's or quotes that are 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 in writing not less than seven (07) days prior to the receipt of the proposals. Exceptions, as taken, in no way obligate the City to change the specifications. As may be required, 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 RFP PROPOSALS**

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the proposal 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 proposal form.

## **2.0 PREPARATION OF THE RFP PROPOSALS (CONTINUED)**

- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each proposal form with their name and current address.
- 2.4 **No bidder will be allowed to offer more than one (01) price on each item, even though they may feel that they have two or more styles that will meet the specifications.** Bidders must 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 proposal form **(if requested), the unit price shall govern.** Unit prices shown shall be considered to be net.
- 2.6 **If erasures or other changes appear on the proposal forms, each erasure or change shall be required to be initialed in ink by the individual signing the proposal.**
- 2.7 The Request for Proposal number, the vendor's name a current business address shall appear on any technical data or other information furnished by the vendor with the proposal.
- 2.8 Receipt of amendments/addendum by the bidders must be acknowledged prior to the proposal opening date. Addendum received prior to the proposal submittal, should be acknowledged in the appropriate space on the proposal form. Addendum received after the submittal of the proposal package shall be required to forward a copy of the appropriate form to the Purchasing Division by either letter or fax acknowledging the receipt of the addendum.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Request for Proposals (RFP's) may result in a rejection of that quote. Bidder quotation forms duplicating the items listed on the enclosed proposal can be confusing and are not requested.
- 2.10 Signed proposal sheets and all the price sheets, which the bidder has offered, pricing, shall be returned for the proposal to be considered.

## **3.0 MODIFICATIONS OR WITHDRAWAL OF THE REQUEST FOR PROPOSALS (RFP)**

- 3.1 A quote that is the possession of the City Purchasing Manager may be altered by letter, or fax transmission bearing the signature or name of the person authorized for submittal of a proposal, **provided that it is received prior to the time and date of the proposal opening.** Under no circumstances shall the transmittal reveal the proposal price or any changes to those figures, but should only indicate the addition, subtraction or other change in the documents or required support materials.
- 3.2 A quote that is in the possession of the City Purchasing Manager may be withdrawn by the bidder in person or by written notarized request up until the time of the proposal opening. Quotes may not be withdrawn after the proposal opening, unless both the City Business Administrator and the City Purchasing Manager have granted formal approval.
- 3.3 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. Proposals on all brands and models may be considered, provided the bidder clearly states in the proposal exactly what they propose to furnish. The quote shall also be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature shall be forwarded with the proposal on all proposed substitutes or the quote may be found non-responsible. If a catalogue is submitted, the page number where the item may be found must be marked for each item. A sample may be required for evaluation prior to the acceptance of a substitute.
- 3.4 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.

### **3.0 MODIFICATIONS OR WITHDRAWAL OF THE REQUEST FOR PROPOSALS (RFP) (CONTINUED)**

- 3.5 The City 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 and in accordance with the New Jersey Local Public Contracts Law.

### **4.0 TAX EXEMPT STATUS**

- 4.1 The City of Ocean City is exempt from manufacturers federal excise tax and states sales tax. **Tax exemption certificates will be issued on the reverse side of all issued City purchase orders.**

### **5.0 AWARD & PURCHASE**

- 5.1 The City hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Request for Proposal 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 they will not discriminate against any person who performs work hereunder because of race, religion, color, sex or national origin.
- 5.2 The City reserves the right to reject any and/or all quotes, to waive any informalities or technical defects in the quotes, unless otherwise specified by the City to accept any item or groups of items in the proposal, as may be in the best interest of the City and in accordance with the New Jersey Local Public Contracts Law.
- 5.3 Upon award by the governing body a contract will be issued by the City Purchasing Division to the successful bidder for appropriate signatures. Upon execution of the contract the contractor shall forward all contracts back to the Purchasing Division for final approval and official signatures.

### **6.0 ASSIGNMENT OF THE CONTRACT**

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

### **7.0 ABANDONMENT OR DELAY**

- 7.1 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.
- 7.2 The cost and expense so charged shall be deducted from and paid by the City out of such moneys 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.

### **8.0 TERMINATION CLAUSE**

- 8.1 The failure of any Contractor or supplier of the City to comply with the terms of this proposal shall subject any contract or purchase order to revocation.

## **9.0 CONTRACTOR'S COOPERATION WITH THE CITY**

- 9.1 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.

## **10.0 RESERVATIONS**

- 10.1 The City reserves the right to reject any and/or all proposals or parts of the proposals and to waive any informalities or technicalities in the quotes as the interest of the City may require and may be permitted by the New Jersey Local Public Contracts Law.
- 10.2 **The City reserves the right to award contracts or place orders on a lump sum or individual item basis or such combination as shall, in its judgment, is in the best interest of the City of Ocean City and in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1 et seq.).**
- 10.3 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 increased estimated operating, maintenance and repair cost to the City.

## **11.0 DEVIATIONS FROM THE SPECIFICATIONS**

- 11.1 In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder in writing at the time of the submittal of the formal proposal. The absence of a written list of specification deviations at the time of submittal of the 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 will be grounds for rejection upon delivery of any item(s) not full meeting specifications.

## **12.0 LAWS & REGULATIONS**

- 12.1 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 Agent, 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 employees.

## **13.0 NEW JERSEY AFFIRMATIVE ACTION REGULATION REQUIREMENTS (REQUIRED FORM TO BE SUBMITTED WITH THE RFP PROPOSAL PACKAGE)**

- 13.1 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 must answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the law.**

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

- 14.1 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 or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. The included Statement of Ownership Disclosure Form shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S Corporations.
- 14.2 Chapter 33 of the Public Laws of 1977 provided that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, **unless prior to the receipt of the bid proposal or accompanying the bid of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.** Failure to furnish this information with your bid proposal shall be cause to reject the bid proposal.

#### **15.0 NON-COLLUSION AFFIDAVIT (REQUIRED FORM TO BE SUBMITTED WITH THE RFP PROPOSAL PACKAGE)**

- 15.1 **By the submission of this required affidavit,** the bidder certifies that the proposal has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the proposal 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 proposal.

#### **16.0 INDEMNITY REQUIREMENTS**

- 16.1 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.
- 16.2 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 will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

#### **17.0 INSURANCE REQUIREMENTS**

- 17.1 Unless otherwise required by special conditions of this Request for Proposal, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:
- 17.2 **Comprehensive General Liability Insurance**  
General Liability limits of **\$1,000,000.00** each occurrence and **\$1,000,000.00** aggregate products and completed operations.
- 17.3 **Comprehensive General Automotive Liability Insurance**  
General Liability limits of \$500,000.00 each occurrence and \$500,000.00 aggregate.

## **17.0 INSURANCE REQUIREMENTS (CONTINUED)**

- 17.4 **Worker's Compensation Insurance Statutory Coverage**, including employer's liability coverage.

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

- 17.5 **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.**

## **18.0 TOBACCO & DRUG FREE WORK ENVIRONMENT**

- 18.1 The use of tobacco, drugs and alcohol are prohibited in the City's buildings, facilities and vehicles per Ocean City Resolution #93-32-143.

## **19.0 NEW JERSEY WORKER & COMMUNITY RIGHT-TO-KNOW ACT (REQUIRED, WHEN APPLICABLE)**

- 19.1 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, must be furnished to the City of Ocean City and on file with the City Purchasing Division.**

## **20.0 CONFLICT OF INTEREST POLICY**

- 20.1 All proposal awards are subject to N.J.S.A. 40:69A-163 and City of Ocean City 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."

## **21.0 AMERICANS WITH DISABILITIES ACT OF 1990**

- 21.1 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 II 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.
- 21.1.1 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 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act.



## **21.0 AMERICANS WITH DISABILITIES ACT OF 1990 (CONTINUED)**

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.

## **22.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUESTED FORM TO BE SUBMITTED WITH THE RFP PROPOSAL PACKAGE)**

22.1 Whereas, N.J.S.A. 52:25-24.2 requires that each bidder (Contractor) submit proof of business registration 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 on the internet @ [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:

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

22.1.2 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.

22.1.3 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.

**22.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUESTED FORM TO BE SUBMITTED WITH THE RFP PROPOSAL PACKAGE) (CONTINUED)**

- 22.2 **A Contractor, Subcontractor or supplier who fails to provide proof of business registration as required by Law 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.**

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

- 23.1 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:
- 23.1.1 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.

**24.0 OCEAN CITY "PAY-TO-PLAY" LAW**

- 24.1 Pursuant to City Ordinance #05-13 concerning "Pay-to-Play" issues, all Consultants are being placed on notice of the following:
- 24.1.1 It is the policy of the City of Ocean City to create regulations stating that a professional business entity which makes political contributions to elected officials who are responsible for awarding professional service contracts shall be ineligible to receive a public professional service contract from the City of Ocean City.
- 24.1.1.1 Definitions
- (a) City Council shall mean the Governing Body of the City Ocean City
  - (b) Mayor shall mean the Mayor of the City of Ocean City
  - (c) Professional Business Entity shall mean an individual, including an individual spouse and any child living at home, person, firm, corporation, professional corporation, partnership, organization or association that is seeking a professional services contract with the City of Ocean City. The definition of a professional business entity also includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
  - (d) Professional Services Contract shall mean those contracts awarded for professional services as defined by N.J.S.A. 40A:11-2(6) & 40A:11-5(1)(a)(i) & (Ord. #05-13, § 2)

## **24.0 OCEAN CITY "PAY-TO-PLAY" LAW (CONTINUED)**

- 24.1 Pursuant to City Ordinance #05-13 concerning "Pay-to-Play" issues, all Consultants are being placed on notice of the following: (Continued)

Whereas, N.J.S.A. 40A:11-2 (6) "Professional Services" means services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor. Whereas, N.J.S.A. 40A:11-5(1)(a)(i) "Professional Services" - The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the county or municipality, or, in the case of a contracting unit created by more than one county or municipality, of the counties or municipalities creating such contracting unit;

### **24.1.2 Prohibition on Awarding Professional Service Contracts to Certain Contributors**

24.1.2.1 The City of Ocean City its agencies or its independent authorities, shall not enter into an agreement or otherwise contract to procure professional services, including banking services/relationships or insurance services, from any professional business entity, if that entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to a campaign committee of any Ocean City candidate, or holder of public office in Ocean City, or to any City of Ocean City or Cape May County party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting Ocean City municipal candidates or municipal officeholders, within one (01) calendar year immediately preceding the date of the contract or agreement.

24.1.2.1.1 No professional business entity which enters into negotiations for, or agrees to any professional services contract with the City of Ocean City, its agencies or independent authorities for the rendition of professional, banking or insurance coverage services shall solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any Ocean City candidate for the office of City Council or Mayor, or to any Ocean City or Cape May County party committee, or to any PAC that is organized for the primary purpose of promoting or supporting candidates for the office of Mayor or Council of the City of Ocean City between the first communication between the business entity and Ocean City regarding a specific professional services contract and the later of the termination of negotiations with the City for the professional services contract or the completion of the contract.

24.1.2.1.2 All Ocean City professional service contracts shall provide that it shall be a breach of the terms of the contract to violate Section 2.2.2 or to conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

## **24.0 OCEAN CITY "PAY-TO-PLAY" LAW (CONTINUED)**

24.1 Pursuant to City Ordinance #05-13 concerning "Pay-to-Play" issues, all Consultants are being placed on notice of the following: (Continued)

24.1.2.1.3 All requests for proposals sent by the City of Ocean City for professional service contracts shall provide that it shall be a breach of the terms of the contract for a professional business entity to violate any portions of this ordinance or to conceal or misrepresent contributions given to or received by, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution. (Ord. #05-13, § 2)

### **24.1.3 Contributions Made Prior to the Effective Date**

24.1.3.1 Any contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any candidate for the office of Mayor or Council in the City of Ocean City, or municipal or county party committee or PAC referenced in this ordinance shall not be deemed a violation of this section, as shall any agreement for property, goods, or services of any kind whatsoever, if that contribution was made by the professional business entity prior to the effective date of this section. (Ord. #05-13, § 2)

### **24.1.4 Contribution Statement by Professional Business Entity**

24.1.4.1 Prior to awarding any professional services contract, including banking or insurance coverage services, with any professional business entity, the City of Ocean City or agencies, as the case may be, shall receive a sworn statement from the professional business entity that the bidder has not made a contribution in violation of Section 2.2.2 of this section;

24.1.4.2 The professional business entity shall have a continuing duty to report any violations of this Act that may occur during the negotiation or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Ocean City and shall be in addition to any other certifications that may be required by any other provision of law. (Ord. #05-13, § 2)

### **24.1.5 Penalty**

24.1.5.1 Any professional business entity, who fails to reveal a contribution made in violation of this Ordinance, or who makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be disqualified from eligibility for future City of Ocean City contracts for a period of four calendar years from the date of the violation.

24.1.5.2 Any person who acts as an intermediary to violate, or assists others in violating, any portions of this ordinance shall be subject to a fine not to exceed one thousand two-hundred & fifty (\$1,250.00) dollars per violation or imprisonment not to exceed ninety (90) days, or to community service for a period not to exceed ninety (90) days, in the discretion of the Municipal Court Judge.

24.1.5.3 Any candidate for the office of Mayor or City Council who violates any provision of this Ordinance shall be subject to a fine of one thousand two hundred & fifty (\$1,250.00) dollars per violation, or imprisonment not to exceed ninety (90) days, or community service not to exceed ninety (90) days, in the discretion of the Municipal Court Judge. (Ord. #05-13, § 2)

## 24.0 OCEAN CITY "PAY-TO-PLAY" LAW (CONTINUED)

### 24.2 City Elected Officials for the Calendar Year 2018:

Name	Address	Elected Position
<b>Mayor – term expires 6/30/2022:</b>		
Jay A. Gillian	67 Spruce Road	Mayor
<b>Council-At-Large - term expires 6/30/2022:</b>		
Karen Bergman	39 Bayview Place	Council-at-Large
Keith P. Hartzell	720 Asbury Avenue, Apt #3	Council-at-Large
Peter V. Madden	4 W. Aberdeen Road	Council-at-Large
<b>Ward Councilperson - term expires 6/30/2020:</b>		
Michael DeVlieger	603 3 <sup>rd</sup> Street	Councilperson, 1st Ward
Antwan L. McClellan	448 West Avenue	Councilperson, 2nd Ward
Anthony P. Wilson	23 W. 15 <sup>th</sup> Street	Councilperson, 3rd Ward
Robert S. Barr	118 Roosevelt Blvd.	Councilperson, 4th Ward
<b>Unsuccessful Council Candidates from the 2016 Election:</b>		
H. Lloyd Hayes		
Brenda C. Moiso		
Bartholomew J. Russell		
<b>Unsuccessful Mayoral Candidates from the 2018 Election:</b>		
John G. Flood	22 Arkansas Avenue	Mayor

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

- 25.1 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.

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

**RIGHT TO EXTEND - TIME FOR AWARD**

The City of Ocean City is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid 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 you shall grant the City of Ocean City, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

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

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

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

**Dated:** \_\_\_\_\_ / \_\_\_\_\_ / **2018**

**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)
- Partnership
- Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_
- Limited Liability Company (LLC)
- Limited Partnership (LP)

**Part II**

• The list below contains the names and addresses of all stockholders in the corporation who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent 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 ten (10%) percent 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 ten (10%) percent 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:		Dated:	



**NON-COLLUSION AFFIDAVIT**

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

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

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
(Individual's Name Signing the Affidavit)

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

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

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: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

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

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

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

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

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

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

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

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

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

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

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

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

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

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

**Dated:** \_\_\_\_ / \_\_\_\_ / **2018**

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

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

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

**Goods & General Service Vendors**

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

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

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

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

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

The successful Contractor may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website @ [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). The successful Contractor(s) shall be required to submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency. The undersigned vendor certifies that 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 Contractor further understands that their bid proposal 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/Individual Name:** \_\_\_\_\_

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

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

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

**Dated:** \_\_\_\_ / \_\_\_\_ / 2018

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

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

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

\_\_\_\_\_ If no addenda were received, please indicate with a check mark.

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

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

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

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

Dated: \_\_\_\_ / \_\_\_\_ / 2018

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

**PART 1 OF 2**

**Name of Business:** \_\_\_\_\_

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

**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.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

**Name of Business:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**BIDDERS SHALL BE REQUIRED TO COMPLETE - PART 2**

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

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

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

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

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

Relationship to Bidder: \_\_\_\_\_

Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**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/Individual)

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

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

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

**Dated:** \_\_\_\_ / \_\_\_\_ / **2018**

**Notary:**

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)



PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH BID PROPOSAL PACKAGE

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

**SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER**

I understand that the Revised General Ordinances of the City of Ocean City Section 2-2 et seq. & Section 24.0 of the General Instructions & Conditions for City Request for Proposals requires that prior to awarding any contract or agreement to procure professional services, including banking and insurance with any professional service provider, the City or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or proposer has not made a contribution in violation of Section 2-2 of the Revised General Ordinances of the City of Ocean City.

I have received and reviewed a full copy of Section 2-2 of the Revised General Ordinances of the City of Ocean City and/or have read Section 24.0 of the General Instructions & Conditions for City Request for Proposals.

I hereby swear and affirm, under penalty of perjury, that neither I, my family, nor my firm, has made any contributions in violation of Section 2-2 of the Revised General Ordinances of the City of Ocean City.

\_\_\_\_\_  
(Signature) (Print Name)

\_\_\_\_\_  
(Company/Firm/Individual Name)

\_\_\_\_\_  
(Dated)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My commission expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

**The City of Ocean City  
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. Stockholder Disclosure Statement, 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"/> |
| <b>H. Disclosure of Investment Activities in Iran Statement – 2-Part Form (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. Authorized signatures on all forms</b>  | <input type="checkbox"/> |
| <b>M. Deviations from specifications, if applicable</b>   | <input type="checkbox"/> |

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

**City Contract RFP #Q-18-10**

**Consultant Services for Community Development Block (CDBG) Grant Programs in the City of Ocean City**

**1. Information & Background**

On August 4, 2003, the City of Ocean City was notified that it reached the population threshold to qualify to receive an entitlement as an Urban Community under HUD's Community Development Block Grant Program (CDBG). The City of Ocean City is in the ninth (12th) year of its CDBG entitlement program from the United States Department of Housing & Urban Development. The fiscal year 2018 allocation of CDBG funds to the City of Ocean City is \$290,766.00. The City of Ocean City, through the Department of Financial Management, manages this grant program.

**2. Purpose & Intent of the Contract**

The City of Ocean City, County of Cape May, NJ, hereinafter referred to as "City", is seeking a consultant to provide professional services and technical assistance as required for preparation of the Annual Plan FY 2019 - 2023 along with the preparation of the five (05) year plan for project year 2019 through 2023, and other grant applications for community development activities, including, but are not limited to, such programs as: Community Development Block Grant Program and grants of the State of New Jersey that compliment the City's community development objectives.

The procurement for services hereunder shall comply with 24 CFR Part 85 Administrative requirements for Grants and Cooperation Agreements to State and local governments and shall be in accordance with the City's Procurement Policy for Professional Services.

It is the intent of the City of Ocean City to retain the services of a qualified Consultant who will provide the necessary expertise to carry out the activities described herein.

The City's experience with the CDBG Program is appreciable, however the Consultant will be relied upon to ensure compliance with all requirements, provide assistance in filing all required documents to HUD and meet all deadlines that are part of the program. The requirements will include certain fixed cost deliverables, and ongoing Technical Assistance on an hourly basis.

**3. Period of Service**

- 3.1 The contract for these services will be effective beginning on the date of the award by City Council and will run for a period not to exceed five (05) years.
- 3.2 The City retains the option to renew the agreement for professional services annually for a maximum of sixty (60) months after the initial award by City Council.
- 3.3 Services for fiscal year 2019 & fiscal year 2023 funds, if any, will be under separate contract.

#### **4. Types of Services Required**

The City will require a community development consultant to provide technical assistance for the purpose of obtaining community development funding and provide advice and assistance in connection with the implementation of the program for which the funds are obtained. More specifically, the Consultant shall be required to complete the following tasks in connection with community development funding in fiscal years 2019, 2020, 2021, 2022 & 2023.

**The City intends to designate a Consultant, which it deems to be best qualified to provide these services as and when needed. \*The City's (current) five (05) Year Plan period is 2019 - 2023 unless otherwise directed by HUD.**

- 4.1 Preparation of the five (05) year Consolidated Submissions for Community Planning & Development Program Plan, when required by the United States Department of Housing & Urban Development (HUD) for fiscal years 2019 - 2023\* and revisions to the five (05) Year Consolidated Plan as required by HUD;
- 4.2 Annual Consolidated Plan submissions for FY 2019, 2020, 2022 & 2023 the Consolidated Annual Performance & Evaluation Report FY 2019, 2020 & 2021.
- 4.3 Provide consulting services to the City for the submission to HUD for Community Development Block Grant funds, including but not limited to, advising the City as to the rules and regulations regarding the Community Development Block Grant Program; assisting the City in selecting appropriate projects applicable to the CDBG program and ensuring that the projects meet all criteria; assisting the City in scheduling, preparing the advertisement for, and attending any and all required public hearings; and reviewing the City's records and procedures and advising the City regarding possible conflicts with the CDBG regulations.
- 4.4 Preparing such reports as may be required by HUD for an assessment of program performance.
- 4.5 Preparation of the Environmental Review, as may be required.
- 4.6 Preparation of any studies required by HUD (such as Fair Housing analysis, Section 504 Self Evaluation, Section 3 Plan, Procurement Policy, etc...);
- 4.7 Advice and assistance in carrying out specific program activities, including compliance with Federal and State regulations and providing monthly updates on all Federal Statutes, circulars, executive orders, and regulations which directly relate to the CDBG Program, and oversight of the activities to ensure such compliance;
- 4.8 Assist the City in developing funding strategies for the revitalization of selected areas of the City with particular emphasis on leveraging funds, i.e., State funding, and bank participation;
- 4.9 Advise and assist the City to prepare HUD Section 108 Loan Guarantee application for eligible community development projects;
- 4.10 Prepare applications and provide technical assistance as required to obtain and administer such other grants as the consultant may identify and the Governing Body may approve seeking that advance the community development objectives of the City

#### **5. Information & Data Required of the Prospective Consultants**

This proposal seeks consulting services for the tasks outlined in Section 4. The City reserves the right to assign the tasks to more than one consultant or to assign all tasks to one consultant. Accordingly, all prospective consultants are encouraged to be as specific as possible in responding to all the tasks of this RFP.

## **5. Information & Data Required of the Prospective Consultants (Continued)**

- 5.1 All prospective consultants are also advised that the City may not enter into a contract with the designated firm(s) for all specified assignment(s). If and when, the City is ready to proceed with the specified assignment, (e.g. 108 Loan, specific applications for funding, etc...), the prospective consultants' proposal shall be utilized for award of the service(s).
- 5.2 All proposals submitted shall contain responses to the following items. Evaluation Criteria and a scoring system that has been developed. Points are assigned to each item below. The points per each item are reflected in parenthesis after each item.

## **6. Evaluation Criteria to be Utilized for the Award of the Contract**

All proposals submitted shall contain responses to at least the following **(100 point total)**:

- |  |                          |
|--|--------------------------|
| <b>6.1 Proposer's Method for Providing the Requested Services</b>  | <b>Total - 25 Points</b> |
| <hr/>  |                          |
| 6.1.1 Your understanding of the community development problems in a City such as Ocean City, NJ and potential strategies for the continued revitalization of its housing stock and opportunities for economic development. <b>(10 points)</b>                      |                          |
| 6.1.2 Your suggested Scope of Service for each of the work items described above. If you are not proposing to do all of the tasks, indicate those tasks you are not interested in providing to the City. <b>(10 points)</b>  |                          |
| 6.1.3 Indicate the availability of the Proposer for performing the services solicited herein. <b>(05 points)</b>   |                          |
| <b>6.2 Proposer's Qualifications, Experience of Proposed Technical Staff</b>   | <b>Total – 35 Points</b> |
| <hr/>  |                          |
| 6.2.1 Demonstrate the experience of the Proposer in conducting efforts of the nature and scope required by this Request for Proposal. <b>(25 points)</b>   |                          |
| 6.2.1.1 Since this assignment includes a number of tasks, all Proposer's are to break down their related experience by tasks, i.e., Community Development Consulting, Consolidated Plan preparation, Environmental Review preparation, Section 108 Program, etc... |                          |
| 6.2.1.2 Please provide the name, addresses and phone numbers of client references. References for sub-consultants are also required.   |                          |
| 6.2.2 Identify the key personnel to be assigned to render the service required and submit resumes of their backgrounds. <b>(10 points)</b>   |                          |
| <b>6.3 Proposer's Stability</b>  | <b>Total - 10 Points</b> |
| <hr/>  |                          |
| 6.3.1 Demonstrate the stability and continuity of both staff and management of the Proposer. <b>(10 points)</b>  |                          |
| <b>6.4 Small, Minority and Women Enterprise Participation &amp; Participation by Labor Surplus Area &amp; Section 3 Firms</b>  | <b>Total - 10 Points</b> |
| <hr/>  |                          |
| 6.4.1 If the Proposer qualifies under any of the above categories, the Proposer shall set forth the basis so that the procuring agency can determine which category(s) are applicable to the Proposer. <b>(02 points each)</b>                                     |                          |
| 6.4.1.a Small Business Firm  |                          |
| 6.4.1.b Minority-Owned Business Firm   |                          |
| 6.4.1.c Women-Owned Business Firm  |                          |
| 6.4.1.d Labor Surplus Area Business Firm   |                          |
| 6.4.1.e Section 3 Business Firm  |                          |

6. **Evaluation Criteria to be Utilized for the Award of the Contract (Continued)**

6.4 **Small, Minority & Women Enterprise Participation and Participation by Labor Surplus Area & Section 3 Firms Total - 10 points (Continued)**

- 6.4.2 If the Consultant intends to use a sub-Consultant to complete all or part of the work items, the proposal shall so note. The City reserves the right to approve changes in sub-consultants.

6.5 **Basis for Compensation** **Total - 20 Points**

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- 6.5.1 For each task to be performed under this Request for Proposal, the consultant shall set forth an hourly rate of compensation, including additional items of compensation, with a "not to exceed" annual fee.
- 6.5.2 The consultant shall also state the frequency of payment of such compensation.
- 6.5.3 A range of fees on a not-to-exceed basis for each task is requested.
- 6.5.4 The selected firm will be asked to complete a cost analysis for each item of work for which the City is prepared to enter into a contract.
- 6.5.5 The City reserves the right to negotiate with the Consultant regarding services and cost and award any combination in the best interest of the City and to reject any and all proposals.

6.6 **Rating of Proposals & Award of Assignment(s)**

- 6.6.1 The City of Ocean City will evaluate each written proposal, determine whether oral discussions with the Proposer are necessary, then based on the content of the written proposal and oral discussions will assign points for each segment of the proposal in accordance with the criteria hereinafter set forth.
- 6.6.2 The Proposer with the highest total points for such service will be selected for purposes of negotiating a contract.
- 6.6.3 The points to be awarded are set forth for each major segment and sub segment below.
- 6.6.4 If a contract cannot be negotiated successfully with the highest rated Proposer, negotiation will be conducted with the next highest Proposer and so on until a successful negotiated contract can be concluded.

7. **Evaluation Scoring System**

Scoring of points to each item shall be done in the following manner:

- 7.1 Percent of points awarded:
- 0% - No Response
  - 50% - Marginal
  - 70% - Acceptable
  - 80% - Occasionally exceeds acceptable
  - 90% - Consistently exceeds acceptable
  - 100%- Outstanding in all respects
- 7.2 A contract with the successful Proposer shall contain all the required provisions as outlined in 24 CFR Part 85 - Administrative Requirement for Grant, specifically Section 85.36(b).
- 7.3 The City of Ocean City is an affirmative action/equal opportunity employer and all qualified applicants will receive consideration without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.

## **8. Receipt of the Proposals**

- 8.1 All Consultants shall be required to submit an **original and two (02) exact photocopies** of their proposal to the City **no later than Tuesday, July 3<sup>rd</sup>, 2018, 2:00 P.M., EDT.**
  - 8.1.1.a Any proposal received at the offices of the City Clerk after the exact time specified for receipt shall not be considered and shall be returned unopened to the proposer.
- 8.2 Proposals shall be required to be received at the City Purchasing Division, c/o The City Clerk's Office, City of Ocean City, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226.
- 8.3 Consultant may withdraw proposal any time prior to **Tuesday, July 3<sup>rd</sup>, 2018 @ 2:00 P.M. EDT** or in accordance with the New Jersey Local Public Contracts Law.
- 8.4 **Proposals shall be clearly marked Request for Proposal #Q-18-010 Consultant Services for Community Development Block (CDBG) Grant Programs in the City of Ocean City.**
- 8.5 Each proposal shall be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period.
- 8.6 The bidder shall be required to submit a fixed cost per item for deliverables and an **all Inclusive hourly rate** with all direct or indirect costs for on-going assistance and technical advisement services that will include but not be limited to: overhead, fee or profit, equipment, materials, supplies, managerial support, all documents, information about any sub-consultant(s) the Prospective Consultant plan to engage including information about the services to be performed, proposed sub-consultant name(s) and address(es) background and capabilities, and previous collaborations/joint ventures.

## **9. Background & Qualifications**

- 9.1 This section should provide pertinent information about the Prospective Consultant's organization, personnel and experience that substantiate its qualifications and capabilities to perform the services required by this RFP. All proposals must contain:
  - 9.1.1 A narrative on the Prospective Consultant's qualifications in community development planning and project administration, and administration of HUD grant programs. Experience with CDBG activities should be noted.
  - 9.1.2 A listing of current and recent clients for which consultant services similar to those required by the RFP is being, or have been, provided by the Prospective Consultant. Duration of service and the name and telephone number of the person reported to must be provided for each client listed.
  - 9.1.3 A detailed resume for each individual who would be providing services (excluding clerical/administrative personnel, but including sub-consultants), as listed in the Technical Proposal, listing training and quantified experience.

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

**City RFP #Q-18-010**

**Consultant Services for the Community Development Block (CDGB) Grant Programs in the City of Ocean City**

**RFP Proposal Form**

Proposed Rate for the specific itemized deliverable and all-inclusive hourly rates for Technical Assistance & Advisory Services to be provided is as follows:

<b>1.0</b>	<b>Deliverable Items</b>	<b><u>Price</u></b>
	<b>Preparation of a Consolidated Plan to include:</b>	
1.1	Preparation and Development of a Citizen Participation Plan in accordance with 24 CFR 91, Subpart B.....	\$ _____
1.2	Preparation and Development of a Consolidated Plan in accordance with 24 CFR 91 Subpart C, for local governments for fiscal years 2019 through 2023.....	\$ _____
1.3	Annual Consolidated Plan submissions for	
1.3.1	FY 2019, cost per year; \$_____	
1.3.2	FY 2020, cost per year; \$_____	
1.3.3	FY 2021, cost per year; \$_____	
1.3.4	FY 2022, cost per year; \$_____	
1.3.5	FY 2023, cost per year; \$_____	
1.4	Consolidated Annual Performance & Evaluation Report	
1.4.1	FY 2019, cost per year; \$_____	
1.4.2	FY 2020, cost per year, \$_____	
1.4.3	FY 2021, cost per year, \$_____	
1.4.4	FY 2022, cost per year, \$_____	
1.4.5	FY 2023, cost per year, \$_____	



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

**City RFP #Q-18-010**

**Consultant Services for the Community Development Block (CDGB) Grant Programs in the City of Ocean City**

**RFP Proposal Form (Continued)**

Proposed Rate for the specific itemized deliverable and all-inclusive hourly rates for Technical Assistance & Advisory Services to be provided is as follows:

<b>1.0</b>	<b>Deliverable Items</b>	<b><u>Price</u></b>
1.5	Preparation & Development of an Analysis of Impediments (AI) to Fair Housing (See 24 CFR 91.225 (a) (1)).....	\$_____
1.6	Preparation of Environmental Review, as required, Each	\$_____

**2.0 Technical & Advisory Services:**  
*(All Inclusive Hourly Rate)*

2.1 List Labor Category (example: Principal, Associate, Planner & Program Director)

<b><u>Labor Category</u></b>	<b><u>Rates</u></b>
2.1.1_____	\$_____ per hour
2.1.2_____	\$_____ per hour
2.1.3_____	\$_____ per hour
2.1.4_____	\$_____ per hour

**3.0 Reimbursable Charges** *(List w/cost and/or multiplier, if any) such as Delivery/Courier Charges: Facsimile Charges: Telephone Charges; Photocopies; Postage; Travel/Mileage, etc.:*

**Note:** There shall be no reimbursement for computerized legal research charges.

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

**City RFP #Q-18-010**

**Consultant Services for the Community Development Block (CDBG) Grant Programs in the City of Ocean City**

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

The undersigned declares that they have read the Notice, Instructions, Affidavits & Scope of Services attached, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: **City RFP #Q-18-010, Consultant Services for the Community Development Block (CDBG) Grant Programs in the City of Ocean City.**

**STATEMENT OF AUTHORITY**

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

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

\_\_\_\_\_

**Submitted By:** \_\_\_\_\_  
(Please Print or Type)

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

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

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

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

**Taxpayer Identification (TIN) #:** \_\_\_\_\_

**Dated:** \_\_\_\_ / \_\_\_\_ / **2018**

## 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

**Future developments.** 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- 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)(ii)

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>1</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>1</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>1</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.