

**THE CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY**

**Specifications
&
General Requirements**

City Contract No. 16-25

Howard S. Stainton Wildlife Refuge Habitat Restoration

Reviewed by

Joseph S. Clark, QPA, RPPO, Purchasing Division

Prepared by

**Arthur J. Chew III, P.E., P.P., Asst. City Engineer
N.J. Lic # 24GE04700100**

Set # _____

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

Contract #16-25

Howard S. Stainton Wildlife Refuge Habitat Restoration

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**CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY 08226**

NOTICE TO BIDDERS

Sealed bid proposals shall be received by the Ocean City Purchasing Manager on **Tuesday, May 17, 2016 @ 2:00 PM, EDT** prevailing time in City Hall, Room #301, 861 Asbury Avenue, Ocean City, NJ 08226 at which time & place bids will be opened & read in public for:

CITY CONTRACT NO. 16-25, Howard S. Stainton Wildlife Refuge Restoration

Bid proposals may be mailed or delivered to the City Purchasing Manager, C/O the City Clerk's Office of the City of Ocean City, City Hall, Room #101, 861 Asbury Avenue, Ocean City, New Jersey 08226 or presented to the City Clerk in Room #301 at the time of called for said bid proposals. Specifications & Instructions to Bidders may be examined or obtained, Monday through Friday except legal holidays, from 8:45 AM to 4:30 PM at the City Purchasing Office, 861 Asbury Avenue, Room #203, Ocean City, NJ 08226 or downloaded from the City of Ocean City's website @ www.ocnj.us. All Bid Addenda will be issued on the City's website. Bidders shall comply with the requirements of P.L. 1975, Chapter 127, N.J.S.A. 10:5-31, et seq. & N.J.A.C. 17:27-1.1, et seq. (Affirmative Action) and of P.L. 1963, c. 150 (NJ Prevailing Wage) and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

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

**THE CITY OF OCEAN CITY - PURCHASING DIVISION
INVITATION FOR BID PROPOSALS**

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

CITY CONTRACT NO: 16-25

SPECIFICATIONS FOR: HOWARD S. STAINTON WILDLIFE REFUGE HABITAT RESTORATION

BID OPENING DATE, TIME & LOCATION: **TUESDAY, MAY 17, 2016 @ 2:00 PM, EDT**
CITY COUNCIL CHAMBERS
CITY HALL, ROOM #301
861 ASBURY AVENUE
OCEAN CITY, NJ 08226

SUBMIT BID PROPOSALS BEFORE BID OPENING TIME TO: CITY CLERK'S OFFICE
CITY HALL, ROOM #101
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3624

NUMBER OF SETS OF PROPOSALS REQUIRED TO BE SUBMITTED:	<i>REQUIRED, (1 ORIGINAL & 1 EXACT PHOTOCOPY) - SEE SECTION 1.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>
BID DEPOSIT (SUBMIT WITH THE BID PROPOSAL):	<i>REQUIRED, SEE SECTION 20.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>
CERTIFICATE OF SURETY:	<i>REQUIRED, SEE SECTION 21.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>
PERFORMANCE BOND:	<i>REQUIRED, SEE SECTION 22.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>
N.J. AFFIRMATIVE ACTION PLAN:	<i>REQUIRED, SEE SECTION 31.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>
STOCKHOLDER DISCLOSURE STATEMENT:	<i>REQUIRED, SEE SECTION 34.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>
NON-COLLUSION AFFIDAVIT:	<i>REQUIRED, SEE SECTION 35.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS</i>

CONTACT PERSON: JOSEPH S. CLARK, QPA, RPPO, CPPB, CITY PURCHASING MANAGER
TELEPHONE #: (609) 525-9356
FAX #: (609) 399-3779
E-MAIL ADDRESS: jclark@ocnj.us

CONTRACT MANAGER: ARTHUR J. CHEW, PE, PP, ASSISTANT CITY ENGINEER
TELEPHONE #: (609) 399-6111 x-9715
FAX #: (609) 525-0831
E-MAIL ADDRESS: achew@ocnj.us

ENGINEER OF RECORD: ARTHUR J. CHEW, PE, PP, ASSISTANT CITY ENGINEER
TELEPHONE #: (609) 399-6111 x-9715
FAX #: (609) 525-0831
E-MAIL ADDRESS: achew@ocnj.us

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

**THE CITY OF OCEAN CITY
CAPE MAY COUNTY
OCEAN CITY, NJ**

GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS (CONSTRUCTION)

1.0 INSTRUCTION, FORMS & SPECIFICATIONS

- 1.1 Instructions, forms and specifications may be examined in person from the City of Ocean City Purchasing Division, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226-3624.
- 1.2 All bid proposals 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 from the City Purchasing Division.
- 1.3 All bidders shall be required to submit **two (02) complete sets (one (01) original (hard copy) & one (01) exact copy on a CD or photocopy)** of the Proposal Forms, Bidders Qualifications, Bid Bonds and Certificates of Surety, the complete bid package in a sealed envelope approximately 10" x 13" or larger addressed to the City of Ocean City, City Purchasing Division, C/o The City Clerk's Office, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3624 and clearly marked with the name and address of the bidder and the number and title of the bid proposal. Bid proposals may be hand-delivered or mailed; however, the City disclaims any responsibility for bid proposals forwarded by United States Postal Service (USPS) and/or overnight mail carriers that are received after the bid opening deadline.
- 1.4 All bid proposals shall be received in the office of the City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3624 on or before the time and date specified. Bids received after the time considered will be returned to the bidder unopened.
- 1.5 No bid proposals will be considered in which the Proposal, Specifications or any Provisions have been modified, without the permission of the City Purchasing Manager.
- 1.6 Each bid proposal shall be accompanied by a notarized Non-Collusion Affidavit and a Stockholder Disclosure Document executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid proposal package.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the City Purchasing Manager.
- 1.8 To better insure fair competition and to permit a determination of the lowest bidders, bid proposals may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids or bid proposals obviously unbalanced.
- 1.9 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 in writing via e-mail or fax before **FRIDAY, MAY 13, 2016** (refer to the Notice to Bidders). Exceptions, as taken, in no way obligate the City to change the specifications. The City will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

1.0 INSTRUCTION, FORMS & SPECIFICATIONS (CONTINUED)

- 1.10 Bidders shall be required to provide the full business address, business telephone #, fax #, e-mail address if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- 1.10.1 Bid proposals submitted by partnerships shall be required to furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - 1.10.2 Bid proposals submitted by corporations shall be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - 1.10.3 Bid proposals submitted by sole-proprietorship shall be signed by the proprietor.
 - 1.10.4 When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- 1.11 Bidder should be aware of the following statutes that represent "Truth in Contracting" Laws:
- 1.11.1 Whereas, N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - 1.11.2 Whereas, N.J.S.A. 2C:27-10 provides that a person commits a crime, if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - 1.11.3 Whereas, N.J.S.A. 2C:27-11 provides that a bidder commits a crime, if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - 1.11.4 Bidder should consult the statutes or legal counsel for further information.

2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the bid 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 bid proposal form.
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 **No bidder 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 bid proposal form (if requested), **the unit price shall govern.** Unit prices shown shall be net.

2.0 PREPARATION OF THE BID PROPOSALS (CONTINUED)

- 2.6 **If erasures or other changes appear on the bid proposal forms, each erasure or change shall be initialed in ink by the individual signing the bid proposal.**
- 2.7 The Invitation to Bid Proposal number, the vendors name, and a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders must be acknowledged prior to the bid opening. Addendum received prior to bid proposal submittal should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal should be acknowledged by letter, e-mail or fax.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bid Proposals may result in a rejection of that bid. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid price sheets which the bidder has offered pricing, shall be required to be returned for the bid to be considered.

3.0 MATERIAL AVAILABILITY

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

4.0 ESTIMATED QUANTITIES

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

5.0 SAMPLES & LITERATURE TO BE PROVIDED

- 5.1 When required all bids shall be accompanied by descriptive literature giving full description of details as to the types of material and equipment that are to be furnished under the contract. Samples, where required, shall be delivered to the Office of the City Purchasing Manager, 861 Asbury Avenue, City Hall, Room #203, Ocean City, NJ 08226-3642 before the opening of bids unless otherwise required in the specifications. **All packages shall be clearly tagged or marked as "Samples" and each sample shall bear the name of bidder, bid proposal number and item(s) number.** Failure to furnish said samples, when required or to clearly identify said samples may be considered sufficient reason for rejection of the bid proposal. All deliveries under the contract shall conform in all respects with samples, catalogue cuts, etc..., as submitted and accepted as a basis for the award. The City reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing or proof of contract compliance and will be free from any redress or claim on the part of the bidder or Contractor if any article or materials are lost, damaged or destroyed. Upon notification from the City Purchasing Division that a sample is available for return, it shall be removed by the bidder, within fifteen (15) days or the City will not be held responsible for its disposition.

6.0 MODIFICATION OR WITHDRAWAL OF BID PROPOSALS

- 6.1 A bid proposal that is in the possession of the City Purchasing Manager may be altered by letter or fax bearing the signature or name of the person authorized for bidding **provided it is received prior to the time and date of the receipt of bid proposals**. Under no circumstances shall the letter or fax reveal the bid price or any changes to those financial figures, but should only indicate the addition, subtraction or other change in the documents or required support materials.
- 6.2 A bid proposal that is in the possession of the City Clerk's Office may be withdrawn by the bidder in person or by written notarized request up until the time of the bid opening. Bid proposals may not be withdrawn after the bid opening, unless formal approval has been granted by both the City's Business Administrator and Purchasing Manager in accordance with N.J.S.A. 40A:11-23.3.

7.0 DISCOUNTS TO BE OFFERED

- 7.1 Time in connection with prompt payment discounts offered shall be computed from the date that the vendor's payment invoice and properly completed City payment voucher are received by the Accounts Payable Division.
- 7.2 Percentage discounts for payment of invoices in twenty (20) days or more shall be considered in the evaluation of bids when requested on the proposal form. Shorter discount periods shall not be considered in the evaluation of the bid proposals.

8.0 TRADE NAME PROVISIONS

- 8.1 This provision does not apply to items that are identified as **"NO SUBSTITUTION"**.
- 8.2 When items within the proposal are identified by a manufacturer's name, trade name, brand name, catalogue number or reference, it shall be understood that the bidder proposes to furnish the item so identified and does not propose to furnish a substitute unless indicated on the bid proposal form. Brand names shall be specified if offering other than the brand identified by the City. If more than one brand is suggested by the City the bidder shall indicate which brand they are proposing to furnish.
- 8.3 The use of trade names by the City is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Bid proposals on all brands and models may be considered provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid proposal shall also be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature must be forwarded with the bid on all proposed substitutes or the bid 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.
- 8.4 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.
- 8.5 The City Purchasing Manager reserves the right to inspect and evaluate the proposed alternate item(s) for future consideration and inclusion on the qualified product list.
- 8.6 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 law.

9.0 PATENT RIGHTS

- 9.1 Whenever any materials, process, composition or thing call for in the specifications are covered by letter patents, the successful bidder shall be required to secure before utilizing or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the City Purchasing Manager.

10.0 COMMERCIAL WARRANTY & MANUFACTURER'S RECOMMENDATIONS

- 10.1 The bidder shall agree that all supplies and/or services furnished under any resultant purchase order issued by the City of Ocean City shall be covered by the most available commercial warranties the bidder gives to any other customer for the same supplies and/or services. All warranty information and certificates shall be furnished at the time of the bid opening and become the property of the City upon the delivery of said items. All rights and remedies stated in the warranties shall be honored by the Vendor/Contractor and/or their manufacturer.
- 10.2 All items shall be of new manufacture unless otherwise specifically stipulated or called for in the specifications.
- 10.3 All products offered shall have passed the first line standards as set forth by the manufacturer. No seconds, blemished articles or items containing defects shall be included in the proposed bid unless specifically stipulated or called for in the specifications.

11.0 TAX EXEMPT STATUS

- 11.1 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.**

12.0 AWARD & PURCHASE

- 12.1 The City hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation for Bid Proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the City that they will not discriminate against any person who performs work there under because of race, religion, color, sex or national origin.
- 12.2 The City reserves the right to reject any and/or all bid proposals, to waive any informalities or technical defects in the bids, unless otherwise specified by the City to accept any item or groups of items in the bid, as may be in the best interest of the City and in accordance with the Law.
- 12.3 The City will award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bids or within such time as may be stated elsewhere in the specifications.
- 12.4 Upon award by the governing body a contract will be issued by the City Purchasing Office to the successful bidder for appropriate signatures. Upon execution of the contract the Contractor shall forward all contracts back to the Purchasing Office for final approval and official signatures.
- 12.5 **The City reserves the right to award at its discretion to any one of the tie bidders or to utilize whatever method of determination that it sees applicable to the circumstances and in accordance with the Law.**

13.0 ASSIGNMENT OF THE CONTRACT

- 13.1 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 the City Purchasing Manager.

14.0 DELIVERY

- 14.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.

14.0 DELIVERY (CONTINUED)

- 14.2 **All items shall be delivered F.O.B. destination Ocean City, NJ and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.**
- 14.3 When applicable, the time (days, weeks, months, years, etc...) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established delivery dates for any cause other than strikes or an Act of God may be due cause for forfeiture of the balance of the contract.
- 14.4 **The City reserves the right to charge the Vendor/Contractor the amounts as stated in the technical specifications, for each day the materials, supplies or services are not delivered in accordance with the delivery schedule.** The per diem charge may be invoked at the discretion of the City, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the Vendor/Contractor.

15.0 CREDITS & RETURNS

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

16.0 PAYMENT & CHANGE ORDERS

- 16.1 Payment shall be made by the City only after the item(s) awarded to a Contractor have been received, inspected and found to comply with the award specifications, free of damage or defect and properly invoiced. **In order for the City, to make payment, the Vendor/Contractor shall be required to return the City's voucher that has been properly executed and originally signed. Attached also shall be the vendor's invoice and certified payrolls (when required) that shall both bear the City's purchase order number.** Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Director of Financial Management. Failure to follow these instructions will result in the delay in the processing of invoices for payment.
- 16.2 The Contractor's attention shall specifically be called to the fact that no payment shall be rendered until such time that materials that have been delivered and or incorporated in the work have been inspected and installed or constructed to the satisfaction of the City.
- 16.2.1 The City may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the City of Ocean City, including for, but not limited to, the following causes:
- 16.2.1.1 Defective work not corrected.
 - 16.2.1.2 Claims filed or responsible evidence indicating probability of filing claims.
 - 16.2.1.3 Known failure of the Contractor to make payments properly to Subcontractors or for materials or labor.
 - 16.2.1.4 A reasonable doubt that the contract can be completed for the balance then unpaid.
 - 16.2.1.5 For damage to another Contractor, agency, governing body, corporation or person.
 - 16.2.1.6 Contingency for liquidated damages.

16.0 PAYMENT & CHANGE ORDERS (CONTINUED)

- 16.3 The Contractor's attention shall specifically be called to the fact that no payment shall be rendered until such time that materials that have been delivered and or incorporated in the work have been inspected and installed or constructed to the satisfaction of the City.
- 16.3.1 When the above stated liens and/or grounds are resolved to the satisfaction of the city payment shall be made for the amounts that were withheld because of them.
- 16.4 The Contractor shall be paid in monthly installments, approximate estimates for the work satisfactorily completed and approved by the City, less two (2%) percent retained for pending completion of the contract N.J.S.A. 40A:11-16.3.
- 16.5 The Contractor shall be required to fully substantiate and clearly document their cost for contractual and change order related work. The Contractor's costs shall be reasonable, and shall be directly related to pertinent requirements of the plans and specifications. The Contractor's documentation of cost shall be complete and provide factual information in a format that can be rationally analyzed and readily verified by the City's Project Representative.
- 16.6 The Contractor's cost documentation for contractual and change order related work shall be provided with the following attached information:
- 16.6.1 The Subcontractor's takeoffs and cost proposals.
- 16.6.2 Executed copies of the subcontracts.
- 16.6.3 The supplier's price quotations.
- 16.6.4 Copies of all paid bills/invoices.
- 16.6.5 The Contractor's own takeoffs, cost proposals, estimates and work sheets.
- 16.6.6 The approved pay items for the contract shall be used for differentiating costs for the contractual work and the change order related work however, it shall not be the sole method for substantiating costs for the contractual and change order related work.
- 16.7 The Contractor shall be required to promptly respond to the City's requests for information, which they need to substantiate change orders, and related construction change directive costs. The Contractor's failure or refusal to provide the required information shall entitle the City to withhold all pending and future payments that otherwise may be due to the Contractor until the requested information is furnished and received.
- 16.8 Costs elements that were omitted from, or were accounted for in the Contractor's bid shall not be recoverable by a change order or a construction change directive. A reasonable value, contemporaneous with the bid opening date, for such omitted or incorrect cost elements shall be established to fairly and properly reconcile change orders and construction change costs.
- 16.9 The Contractor's subcontracts shall limit markups (and markdowns) to ten (10%) percent for combined overhead and profit on the Subcontractor's substantiated net direct costs of labor and materials for changes in the work that affect the contract sum.
- 16.10 A Construction Change Directive (C.C.D.) is a written change order prepared and signed by the City, which shall be issued to the Contractor to direct a change in the work. C.C.D.'s, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the contract sum and time being adjusted accordingly. C.C.D.'s shall not be binding upon any of the parties to the Contract unless and until it is duly signed by the City. The authorized City representative shall be established at the Pre-Construction Conference.

16.0 PAYMENT & CHANGE ORDERS (CONTINUED)

- 16.11 All C.C.D.'s shall be numbered consecutively and be issued for all revisions of the nature and scope of work, including cost changes, regardless of what factors (i.e. unforeseen conditions, design revisions, job conditions, etc...) give rise to such changes.
- 16.11.1 The Contractor, upon receipt of a C.C.D. shall promptly review its content and meaning, including the method and basis of the adjustment, if any, of the contract sum and/or time.
- 16.11.2 The Contractor, if they agree with the proposed terms and conditions of the C.C.D., shall promptly sign the C.C.D. and deliver it back to the City as soon as possible in its complete form for review and final consideration.
- 16.11.3 The Contractor may elect not to sign a C.C.D., if they disagree with any of the C.C.D.'s proposed terms and conditions. In that event, the Contractor shall promptly deliver the C.C.D. to the City, together with an explanatory cover letter.
- 16.11.4 The City shall promptly review all C.C.D.'s that are received in proper order from the Contractor.
- 16.11.5 The City shall sign and distribute one of the original copies of the approved C.C.D.'s, to both the Contractor and the City.
- 16.11.6 The Contractor shall promptly proceed with the change in the work upon the receipt of an approved and properly executed C.C.D. All C.C.D.'s, which are approved and authorized by the City, shall be incorporated in appropriate change orders as soon as it is reasonable to do so. The C.C.D.'s may or may not necessitate an adjustment to contract cost. The C.C.D.'s that will require an adjustment to the contract cost shall be incorporated into a change order issued by the City.
- 16.11.7 Upon receipt of written notice from the Contractor that the work has been completed and is ready for final inspection and acceptance, the City shall promptly make the required inspections. At such time that the work is found to be acceptable as specified and contracted for and following acceptance by the governing body (City Council), the City shall promptly issue a final certificate to the effect that the work provided for under this contract has been completed and accepted, and the entire remaining balance found due to the Contractor shall be paid in full to the Contractor within thirty (30) days after the receipt of the required paperwork and invoices by the City's Accounts Payable Office.
- 16.11.8 The entire balance found to be due to the Contractor shall consist of the difference between the total value of the work satisfactorily completed and accepted and the sum of the monthly payments, less the percentage retained for repairs and maintenance as set forth above and less any amounts paid out by the City of Ocean City by reason of the Contractor having failed to assume the obligations and responsibilities as described in this contract. A Contractor's Affidavit shall be required to be submitted to the City's designated representative prior to the issuance of the final certificate.
- 16.12 Date of Acceptance
- 16.12.1 **The date of acceptance shall be the date that the project is accepted by the City's governing body.** Prior to such time the City's Project Representative shall certify that the work has been completed in accordance with the specifications and accepted in full. The date of final acceptance by the City's governing body shall be utilized by the Contractor as the starting date of the Maintenance Bond and or warranties.

17.0 ABANDONMENT OR DELAY OF THE CONTRACT

- 17.1 If the work to be done under this contract shall be abandoned by the Contractor or if at any time the City Purchasing Manager shall certify in writing to the City Council that the performance of the contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions of the specifications or is executing the same in bad faith or not in accordance with the terms thereof, the City may annul the contract or any part thereof by a written notice served upon the Contractor and the City shall thereupon have the power to contract for the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the Contractor or to their Bonding Company.
- 17.2 The cost and expense so charged shall be deducted from and paid by the City out of such monies as may be due or become due to the Contractor under and by virtue of the contract. In the case such expense shall exceed the amount, which would have been completed by the Contractor their surety shall pay the amount of such excess to the City.

18.0 TERMINATION CLAUSE

- 18.1 The failure of any Contractor or supplier of the City to comply with the terms of this bid shall subject any contract or purchase order to revocation.
- 18.2 If the Contractor shall be adjudged a bankruptcy, or if they should make a general assignment for the benefit of their creditors, or if a receiver shall be appointed on account of their insolvency, or if they would persistently or repeatedly refuse or shall fail, except in the case for which an extension of time has been proven, to supply enough skilled labor or proper materials, or if they shall fail to make prompt payment to Subcontractors for materials or labor that has been rendered, or persistently disregard laws, regulations, ordinances, or the instructions of the City representatives, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of Ocean City may, without prejudice to any other right to remedy and after giving the Contractor seven (07) days written notice, terminate the contract and take possession of the premises and of all the materials, tools, and applications thereon and finish the work by whatever methods or means it may deem expedient.
- 18.3 In such cases as stated above, the Contractor shall not be entitled to receive any further payment until the work is completed to the satisfaction of the City representatives. If the unpaid balance of the contract shall exceed the expenses of the cost to finish the work, including the cost for compensation for additional managerial and administrative services, the Contractor shall be required to pay the difference to the City as herein provided, and the damage incurred through the Contractor's default shall be certified by the City.

19.0 CONTRACTOR'S COOPERATION WITH THE CITY

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

20.0 BID SECURITY & BOND (REQUIRED TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

- 20.1 **Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the owner.** When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21

20.0 BID SECURITY & BOND (REQUIRED WITH THIS CONTRACT) (CONTINUED)

- 20.2 The bid security of all bidders except the three (03) apparent lowest responsible bidders, the check or bond of the unsuccessful bidder(s) will be returned pursuant to N.J.S.A. 40A:11-24a after the opening of bids. The bid security of the remaining unsuccessful bidders will be returned within three (03) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the Contractor's Performance Bond.
- 20.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in his/her bid security being forfeited to the City as liquidated damages.
- 20.4 Where the specifications or instructions provide for no surety/performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.
- 20.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

21.0 CERTIFICATE OF SURETY (REQUIRED TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

- 21.1 **Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey stating that it will provide said bidder with a Performance Bond in the full amount of the bid.** This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.
- 21.2 All bonds shall be approved as to form and sufficiency by the City Solicitor's Office. If said option to extend the contract is exercised by the City, the Contractor shall be required to renew their Performance Bond at the time of the extension of the term by the City. If the Contractor fails to renew the bond within seven (07) working days after notification by the City, then the extension shall become null and void.
- 21.3 **The Certificate of Surety documents shall include the following information, in order to be considered complete by the City.**
- 21.2.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the City, that a Performance Bond shall be issued and supplied to the City in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the City. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.
- 21.2.2 **A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.
- 21.2.3 **A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the City. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.
- 21.2.4 **A Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

22.0 PERFORMANCE BOND (REQUIRED TO BE SUBMITTED UPON AWARD OF THE CONTRACT)

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

23.0 LABOR & MATERIAL (PAYMENT) BOND

- 23.1 Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.
- 23.2 Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

24.0 MAINTENANCE BOND

- 24.1 Upon acceptance of the work by the owner, the Contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ten (10%) percent of the project costs guaranteeing against defective quality of work or materials for the period of:
- 24.1.1 Two (02) years
- 24.2 The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

25.0 RESERVATIONS

- 25.1 The City reserves the right to reject any and/or all bids or parts of bids and to waive any informalities or technicalities in the bid proposals as the interest of the City may require and may be permitted by Law.
- 25.2 **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, be in the best interest of the City of Ocean City.**
- 25.3 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.

26.0 DEVIATIONS FROM THE SPECIFICATIONS

- 26.1 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 bid. The absence of a written list of specification deviations at the time of submittal of the bid 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.

27.0 INSPECTION BY THE CITY

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

28.0 DOMESTIC PRODUCTS TO BE UTILIZED

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

29.0 LAWS & REGULATIONS

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

30.0 CITY MERCANTILE LICENSES & PERMITS

30.1 The Vendor/Contractor and/or the subcontractor shall be responsible to secure a City Mercantile License or present a valid New Jersey State License to the City's Mercantile Inspector, located in the Henry S. Knight Building, 115 East 12th Street, 1st Floor, Ocean City, NJ 08226. Failure to secure said licenses will be cause for delay in payment by the City and could subject the vendor to possible fines by the City.

30.2 The Vendor/Contractor shall comply with all Federal, State, County and local laws, regulations, resolutions and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the City's Code Enforcement Office, located in the Henry S. Knight Building, 115 East 12th Street, 2nd Floor, Ocean City, NJ 08226. The Vendor/Contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the City in writing and obtaining a notice to proceed.

31.0 NEW JERSEY MANDATORY AFFIRMATIVE ACTION REQUIREMENTS & CERTIFICATION (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

31.1 No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this bid specification.

31.2 Goods & Services (including Professional Services) Contracts

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

31.2.2 A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (01) year from the date of the letter); or

31.2.3 A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

31.2.4 A photocopy of an Employee Information Report (Form AA-302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

31.0 NEW JERSEY MANDATORY AFFIRMATIVE ACTION REQUIREMENTS & CERTIFICATION (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE) (CONTINUED)

31.3 Maintenance & Construction Contracts

31.3.1 After notification of award, but prior to signing the contract, the Contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA-201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7.

31.3.2 The Contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

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

32.0 AMERICANS WITH DISABILITIES ACT OF 1990

32.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification 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.

32.2 The Vendor/Contractor and the City of Ocean City (hereafter, City) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act. In the event that the vendor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The vendor shall indemnify, protect and save harmless the City, 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 vendor shall, at its own expense, appear, defend and pay any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the vendor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the City or if the City incurs any expense to cure a violation of the A.D.A. which has been brought pursuant to its grievance procedure, the vender shall satisfy and discharge the same at its own expense.

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

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

32.0 AMERICANS WITH DISABILITIES ACT OF 1990 (CONTINUED)

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

33.0 NEW JERSEY PREVAILING WAGE RATE REQUIREMENTS (REQUIRED FOR THIS CONTRACT)

33.1 Pursuant to N.J.S.A. 34:11-56.25 et seq. Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Vendor/Contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Vendor/Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available @ www.state.nj.us/labor/lssc/lspubcon.html.

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

34.0 STOCKHOLDER DISCLOSURE STATEMENT (REQUIRED FORM SHALL BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

34.1 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 percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S Corporations. Failure to submit a Stockholder Disclosure document shall result in rejection of the bid proposal.

34.2 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 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.**

35.0 NON-COLLUSION AFFIDAVIT (REQUIRED FORM SHALL BE SUBMITTED WITH THE PROPOSAL PACKAGE)

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

36.0 NEW JERSEY RIGHT-TO-KNOW ACT REQUIREMENTS

- 36.1 Right-to-Know (RTK) Chemical Labeling: New Jersey manufacturers are required to include material safety labeling on all chemical containers. To obtain containers with New Jersey RTK labeling for products manufactured outside of New Jersey, a bid specification can include a clause requiring New Jersey RTK labeling as a term or condition of your contract. Owners must also ensure that all containers, which are stored at their facilities by Contractors, display RTK labeling. The options and exclusions from labeling are found in New Jersey Right-to-Know Act regulations at (N.J.A.C. 8:59-5.5 & 5.6). General information and labeling assistance for bidders is found on the New Jersey Department of Health & Senior Services Right-to-Know Program website @ www.nj.gov/health/eoh/rtkweb/.
- 36.2 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 P. L. 1983, Chapter 315, "Worker and Community Right-to-Know Act", Subsection b, Section 14 & N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right-to-Know Act", effective August 29, 1984. Further, **all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, shall be furnished to the City of Ocean City and on file with the City Purchasing Division.**

37.0 NEW JERSEY UNDERGROUND FACILITY PROTECTION ACT

- 37.1 The bidder shall be responsible for all excavation or demolition projects to notify the One-Call Damage Prevention System prior to the work being performed. The bidder shall be required to fulfill the requirements of N.J.S.A. 48:2-37 et seq.

38.0 INDEMNITY REQUIREMENTS

- 38.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the City of Ocean City including those brought by third parties harmless from and against all liability and expenses, including attorney's fees, however 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.
- 38.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's own risk until such time that written acceptance by the City has been granted and the bidder shall replace at their own expense, all property or work damaged or destroyed by any cause whatsoever.

39.0 INSURANCE REQUIREMENTS

- 39.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder shall be required to purchase and maintain in full force during the life of the contract, covering all employees engaged in the performance of the contract; Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits not less than those set forth below and pursuant to N.J.S.A. 34:15-12(a) & N.J.A.C. 12:235-1.6.

39.1.1 Comprehensive General Liability Insurance

- 39.1.1.1 The Contractor shall furnish the City with a Certificate of Insurance for a comprehensive general liability policy covering Contractor's entire operation, with bodily injury limits of **\$3,000,000** and property damage limits of **\$3,000,000** total aggregate per location and/or project including products and completed operations. This general liability policy shall provide coverage to include premises/operations, independent contractors, contractual liability covering liability assumed under the indemnification provision contained in this Contract and deleting any third-party beneficiary exclusion, broad form property damage liability including completed operations, products and completed operations for a period of two (02) years from substantial completion.

39.0 INSURANCE REQUIREMENTS (CONTINUED)

- 39.1.1.2 Said policy shall be issued in the name of the Contractor and the City as their interest may appear. The Contractor shall also furnish the City with satisfactory evidence of full and complete statutory compliance with the Workman's Compensation Law of the State of New Jersey.
- 39.1.2.1 The Contractor shall include Excess Umbrella Liability Insurance in the amount not less than **\$5,000,000**, giving protection in excess of the General Liability Insurance. This Excess Umbrella Liability policy shall be written on an occurrence basis as "Follow Form" excess of the Contractor's Employer's Liability. Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein, coverage to include on-site pollution. The Owners Protective Liability policy required in #9 (C), below shall be on underlying policy.
- 39.1.3.1 The City, its officer, officials, agents, employees and consultants, shall be named as additional insureds under said policies. The Contractor shall provide the City with evidence of insurance coverage in the form of a certificate and policy endorsement page, which shall also provide that the insurer shall be obligated to notify the City of any cancellation or modification of insurance coverage to the Contractor within sixty (60) days thereof. Upon acceptance of the work by the City, the Contractor will continue covering the contractual liability assumed under the indemnification provision contain in this agreement until the expiration of the maintenance bond for a period of two (02) years.
- 39.1.4.1 Except as modified by the City in writing, the insurance requirements herein shall also apply to all subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any subcontractor commencing work on the project.
- 39.1.5.1 Insurance coverage evidenced by the Contract or in accordance with the Contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.
- 39.1.6.1 In the event the Contractor Fails or refuses to renew its insurance policy, or the policy is canceled, terminated or modified so that the insurance does not meet the requirements of this subsection, the City may refuse to make payment of any further moneys due under this Contract. Alternatively, the City may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the City may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of Contract time is not due on account thereof.

39.1.2 Comprehensive Automobile Liability Insurance

- 39.1.2.1 Comprehensive automobile liability limits of **\$3,000,000.00** each occurrence

39.1.3 Worker's Compensation Insurance

- 39.1.3.1 Statutory coverage, including employer's liability coverage.

- 39.2 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 shall be provided and on file with the City Purchasing Division prior to commencing work in connection with this contract.**

39.0 INSURANCE REQUIREMENTS (CONTINUED)

Note: On all liability insurance policies, the City of Ocean City and the Engineer of Record shall be named as additional insured and insurance certificates furnished to the City shall indicate that such is in effect.

39.3 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.

39.4 Indemnification - Hold Harmless Agreement

39.4.1 The Vendor/Contractor shall indemnify and hold harmless both the City of Ocean City/the owner and the Engineer of Record including those brought by third parties from all claims, suites or actions and damages or costs of every name and description to which the City of Ocean City/the owner and the Engineer of Record may be subjected or put by reason of injury to the person or property of another, or the property of the City of Ocean City/the owner and the Engineer of Record, resulting from negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods or services, or in the performance to the work under the contract.

39.4.2 The Vendor/Contractor shall on all certificates specifically mention to a hold harmless contract.

39.4.3 The Vendor/Contractor shall be required to sign a hold harmless agreement upon execution of the contract and award.

40.0 OCCUPATIONAL SAFETY & HEALTH ACT

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

41.0 TOBACCO & DRUG FREE WORK ENVIRONMENT

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

42.0 CONFLICT OF INTEREST POLICY

42.1 All bid 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."

43.0 NAMES OF SUBCONTRACTORS LISTED (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

43.1 All bid proposals are subject to N.J.S.A. 40A:11-16 & 40A:11-23.2 (d)(f), which states that in each bid proposal "the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with this Act.

43.0 NAMES OF SUBCONTRACTORS LISTED (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE) (CONTINUED)

43.2 The bidder **shall set forth** in the bid the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with P.L. 1971, c.198 (C.40A:11-1 **et seq.**). The bidder shall submit evidence of performance security either simultaneously with the list of the subcontractors or evidence of performance security may be supplied by the bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid.

43.3 Whenever a bid proposal sets forth more than one (01) subcontractor for any of the specialty trade categories specified hereinabove in this section, the bidder shall submit to the with the bid package a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted with the bid package simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates with the bid package as required by N.J.S.A. 40A:11-16 the bidder may be disqualified.

44.0 NEW JERSEY PUBLIC WORKS CONTRACTORS REGISTRATION ACT CERTIFICATE (REQUESTED CERTIFICATE TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE)

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

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

44.3 The law defines "Public Works Projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

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

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

44.0 NEW JERSEY PUBLIC WORKS CONTRACTORS REGISTRATION ACT CERTIFICATE (REQUESTED CERTIFICATE TO BE SUBMITTED WITH THE BID PROPOSAL PACKAGE) (CONTINUED)

- 44.3.3 "Maintenance Work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "Maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.
- 44.4 To register, a Contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online @ www.state.nj.us/labor/lasse/lspubcon.html.
- 44.5 Whereas, N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.
- 44.6 All bid proposals are subject to N.J.S.A. 34:11-56.48, which states that "NO CONTRACTOR" shall bid or engage in any contract for Public Works as defined in Section 2 of P.L. 1963,c.150 (N.J.S.A. 34:11-56.26) unless the Contractor is registered pursuant to this Act.
- 44.7 The Vendor/Contractor and all subcontractors shall be required to submit a copy of their current registration certificate with the bid proposal.

45.0 BIDDERS' EXPERIENCE & QUALIFICATIONS

- 45.1 All persons or firms submitting bid proposals shall be legally engaged in the lines of work or trades required in the specifications or shall be able to refer to the work of a similar nature performed by them when specified and required.
- 45.2 All Corporations and firms submitting proposals shall be authorized to perform business of this nature in the State of New Jersey.
- 45.3 Prior to the award, the Contractor shall be required to satisfy the City of Ocean City that they have and/or are willing to promptly provide suitable and proper manpower, the required tools, equipment and materials for each one of the different types of work that is being proposed in the specifications and the bid proposal.
- 45.4 Upon request, the Contractor shall be required to file financial and experience statements with the City Purchasing Division. These statements shall be attested by a Public Notary of the State of New Jersey and their content shall be approved by the City and its authorized representatives.
- 45.5 In addition to the financial qualifications, the Contractor may also be required to prove to the satisfaction of the City that they have successfully completed a contract of similar nature and scope, in an amount of not less than fifty (50%) percent of the amount of the proposed work and/or project.
- 45.6 The qualifications that are submitted shall be utilized by the City in their determination of the reliability and reputation of the Contractor. They may only be modified, when in the best interest of the City, reliability and reputation can be better determined.
- 45.7 The City of Ocean City shall be the sole judge of the merits of the qualifications submitted and may make such investigations of the same as are deemed proper and necessary.

46.0 CONTRACTOR'S EMPLOYEES

- 46.1 The Contractor shall not be permitted to employ any laborer, working person or skilled mechanic contrary to the rulings of the various authorities having jurisdiction hereof.
- 46.2 Special attention shall be given by the Contractor to the labor requirements established by the Revised State Statutes 24:9-1 relating to the employment of legal United States citizens; the Revised State Statutes 34:9-2 as it relates to the preference of employment of New Jersey citizens; and the Revised State Statutes 10:2-1 forbidding discrimination in the employment of citizens by reasons of race, creed or color.

47.0 SPECIAL CONDITIONS

- 47.1 These special conditions are contract requirements and are not shown as separate pay items. Costs for these items are to be included within the pay items on the bid proposal form.
- 47.2 **Superintendence by the Contractor**
 - 47.2.1 At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the City and has authority to act for the Contractor.
- 47.3 **Coordination with City Personnel**
 - 47.3.1 All correspondence inquires, payment applications, and reporting from the Contractor shall be to the City's project representative. Copies of all correspondence from the Contractor to the City shall be provided to the Engineer. Procedures for coordination during construction are to be established at the Preconstruction Meeting.
- 47.4 **Notification of NJDOT & FAA (This section pertains only to projects that are part of a NJDOT or FAA Program)**
- 47.5 The Contractor is responsible for notification to NJDOT & FAA of impending construction. Procedures are to be established at the preconstruction meeting.
- 47.6 The Contractor is solely responsible for all site safety.
- 47.7 The Contractor shall contact the Garden State Underground Plant Location Service, Inc., telephone # 1-(800) 272-1000. It is the Contractor's responsibility to locate, identify, and protect utilities within the project limits. The Contractor shall complete test pits to locate existing utilities. No separate payment shall be made for this work.
- 47.8 **Quality Control**
 - 47.8.1 The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Contractor's superintendent is responsible for the quality of work on the job. A quality control plan shall be submitted to the City for review and approval, prior to the start of construction and shall include the following minimum requirements:
 - 47.8.2 The name of the Contractor's Superintendent.
 - 47.8.3 The name of the Quality Control Manager (the Superintendent may assume this responsibility).

47.0 SPECIAL CONDITIONS (CONTINUED)

- 47.8.4 Procedures for reporting progress of the work to the City. The Contractor shall be required to submit, at a minimum on a weekly basis, a progress report indicating the following items:
- 47.8.4.1 Areas of construction in progress.
 - 47.8.4.2 Completed areas of work.
 - 47.8.4.3 Schedule updates.
 - 47.8.4.4 Changed conditions, conflicts, or delays encountered.
 - 47.8.4.5 Deficiencies observed in the construction and proposed corrective action.
- 47.9 Procedures for notification of the City representative prior to performing any key activities.
- 47.9.1 **The City Representative for this Contract (Arthur Chew, 115 East 12th Street, Ocean City, NJ 08226) is to be notified at least twenty-four (24) hours prior to performing key activities or any of the above listed activities.**
- 47.10 Inspection of Construction
- 47.10.1 The Contractor shall inspect the work to ensure conformance with the Contract documents. All work is subject to inspection by the City. City inspections and tests are for the sole benefit of the City, and does not:
- 47.10.1.1 Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 47.10.1.2 Relieve the Contractor of responsibility for damage to the work prior to acceptance;
 - 47.10.1.3 Constitute or imply acceptance.
 - 47.10.1.4 The presence or absence of a City representative does not relieve the Contractor from any contract requirement.
- 47.11 If the Contractor shall, without charge, replace or correct work found by the City not to conform to contract requirements. The Contractor shall promptly segregate and remove rejected material from the premises.
- 47.12 If the Contractor does not promptly replace or correct rejected work, the City may, by contract or otherwise, replace or correct the work and charge the cost to the Contractor.
- 47.13 The Contractor shall notify the City's Project Representative when the work is ready for final inspection and acceptance. Procedures shall be outlined in Section 16.0 of the City's General Instructions & Conditions for City Contracts.
- 47.14 The Contractor may be held responsible for the cost of City inspections beyond normal working hours, or on weekends, if the Contractor performs work during such times.
- 47.14.1 **City of Ocean City – Project Manager: Arthur Chew**

47.0 SPECIAL CONDITIONS (CONTINUED)

47.14.2 The following individuals are the personnel directly involved with administering the performance of this contract:

47.14.2.1 **Engineer of Record:** Arthur J. Chew, PE, PP, Assistant City Engineer
Telephone Number: (609) 399-6111 x-9715
Fax Number: (609) 525-0831
E-mail Address: achew@ocnj.us

47.14.2.2 **City Contract Manager:** Arthur J. Chew, PE, PP, Assistant City Engineer
Telephone Number: (609) 399-6111 x-9715
Fax Number: (609) 525-0831
E-mail Address: achew@ocnj.us

48.0 COMPLETION OF THE PROJECT

48.1 Time extensions may be granted as per the following guidelines:

48.1.1 Extensions of the contract time shall not be granted for changes in the work, which do not directly affect the Contractor's ability to achieve an overall contractual timely completion of the work.

48.1.2 Extensions of contract time shall not be granted for delays that reasonably could have been avoided by the Contractor, or which could have been overcome by the Contractor by re-sequencing their construction activities, increasing their work force, accelerating deliveries, and all other reasonable efforts to fulfill their contractual obligations.

48.1.3 Extension of the contract time may be granted if the overall completion of the work was delayed by prior authorized changes in the work, by acts of other Contractors, or by the discovery of archaeological finds, or hazardous substances. In those events, the City may waive claims for liquidated damages and for the recovery of cost for additional professional and testing services, commensurate with the time extensions that may be so granted.

48.1.4 The Contractor may be granted an extension of the contract time for the following causes, only if they prevent construction that is critical to the completion of the work:

48.1.4.1 Acts of civil or military authorities.

48.1.4.2 War or riot.

48.1.4.3 Fire, floods, earthquakes, hurricanes or other cataclysmic natural phenomenon.

48.1.4.4 Epidemics or quarantine restrictions.

48.1.4.5 Strikes, labor disputes, verified material shortages, or freight.

48.1.5 Embargoes that are beyond the Contractor's control to remedy.

48.1.6 The Contractor may be granted an extension of the contract time for delays caused by extreme adverse weather conditions, if they reasonably prevented productive construction that was critical to achieving contractual timely overall completion of the work.

48.1.7 Extensions of the contract time shall not be granted unless the Contractor notifies the City in writing of the delays encountered within fifteen (15) days of their onset.

48.0 COMPLETION OF THE PROJECT (CONTINUED)

- 48.1.8 Extensions of Contract time shall not be granted for delays stemming or arising from shortages of materials, unless the Contractor documents that they have made diligent and timely efforts to obtain such materials from all known reasonable sources. The Contractor also shall demonstrate that those delays could not have been overcome by re-sequencing the work. "Materials" in this context are defined as raw and fabricated materials, articles, parts or equipment, which are customarily "off the shelf" items.
- 48.1.9 Extensions of the contract time shall not be granted for reasons that in any way relate to the financial condition of the Contractor, or of their Subcontractors, Sub-subcontractors, material suppliers, fabricators, labor force or other related suppliers.
- 48.1.10 The Contractor shall not be relieved of their commensurate liability for liquidated damages if substantial completion is achieved later than the adjusted contract time.
- 48.1.11 The contract time shall be reduced whenever changes in the work decrease the time needed to achieve substantial completion.
- 48.1.12 **The City reserves the right to charge the Vendor/Contractor the amounts as stated in the technical specifications, for each day the materials, supplies or services are not delivered in accordance with the delivery schedule.** The per diem charge may be invoked at the discretion of the City. The said sum shall be taken as liquidated damages and deducted from the bid deposit, final payment or charged back to the Contractor and/or vendor, and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.
- 48.1.13 The Contractor shall be required to unconditionally guarantee that they can and will complete the work within the time limit stated in the Specifications and the Contract Documents, or within the time as extended in accordance with the provisions of these specifications.
- 48.1.14 The City shall have the right to defer the beginning, or to suspend the whole or any part of the work herein specified to be done whenever, in the opinion of the City representatives, it may be necessary or expedient for the City to do so. And if the contract is delayed in the completion of the work by an act or neglect of the City, or if any employee of their or of any other Contractor employed by the City or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any causes beyond the City's control or by any cause which the City shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed one (01) day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained by the City, and a similar allowance of extra time will be made for such delays as the City may find to have been caused by the City. No such extension shall be made for any reason unless within fifteen (15) days after the beginning of such delay a written request for additional time shall be filed with the City.

49.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUIRED CERTIFICATE TO BE SUBMITTED PRIOR TO THE AWARD OF THE CONTRACT)

49.1 Whereas, N.J.S.A. 52:32-44 requires that each bidder Contractor and named subcontractors submit proof of New Jersey business registration prior to the award of the contract. Proof of registration shall be only in the form of a copy of the bidder's Business Registration Certificate (BRC). After bid proposals are received and prior to award of contract, the successful Contractor shall submit a copy of the Contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general Contractor's responsibility that all non-listed subcontractors at any tier have their Business Registration Certificate (BRC) prior to starting work on the project. 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 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 or perform services for a Contractor fulfilling this contract:

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

49.1.2 Prior to award of the contract or issuance of a purchase order & any other contracting document the Contractor shall provide contracting agency with the Contractor's Business Registration Certificate (BRC) and all listed and non listed subcontractor's Business Registration Certificate (BRC), a Contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

49.1.3 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, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

49.3 All Contractors shall be responsible for the notification of their subcontractors at all levels and for the submittal of the required Business Registration Certificate's to the City's Purchasing Division.

50.0 NEW JERSEY LOCAL UNIT "PAY-TO-PLAY" LAW

50.1 Pursuant to New Jersey Local Unit "Pay-to-Play" Law (N.J.S.A. 19.44-20 et seq.), all Contractors are being placed on notice of the following:

50.1.1 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500.00 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 excess of \$300.00, 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.

51.0 PROMPT PAYMENT

51.1 Pursuant to N.J.S.A. 2a:30A-1 et seq., the City of Ocean City's policy for bill payment is as follows:

51.1.1 Once the improvements/project is completed the project manager will submit the green receiver copy of the Purchase Order (PO) to Finance, Accounts Payable Division for processing.

51.1.2 The award Vendor/Contractor shall be required to submit to the City of Ocean City's Finance Department, Accounts Payable Division a payment application to include an invoice, voucher copy of the Purchase Order (PO) signed and dated certified payrolls, application and statement of completed work.

51.1.3 Once the completed package is received by the City of Ocean City's Finance Department, Accounts Payable Division, the invoice will be reviewed for accuracy. If all items are found to be in proper order they will then be placed on the Bill Payment List for payment.

51.1.4 All payment applications & paper work shall be required to be received by Accounts Payable Division a minimum of seven (07) working days prior to the Council Meeting Date that the Bill Payment List is scheduled to be presented on.

51.1.5 The Bill Payment List is presented to the City Council for approval and is accepted and passed by The City Council of the City of Ocean City, NJ. The Finance Departments, Accounts Payable Division processes the checks and has them mailed by the Monday following the City Council Meeting that approved the Bill Payment List.

51.1.6 Listed below is a Calendar showing Council Meeting Dates for the Calendar Year **2016**:

January	14	January	28
February	11	February	25
March	10	March	24
April	14	April	28
May	12	May	26
June	9	June	23
July	14	July	28
August	11	August	25
September	8	September	22
October	13	October	27
November	10	December	8
December	22	December	29

51.2 If the Contractor has performed in accordance with the contract and that the work has been approved and certified by the owner or the owner's authorized approving agent (the City) the 20th calendar day deadline of the default procedure to approve and certify or decide to withhold full or partial payment is deferred until the public meeting following the twenty (20) calendar days of the billing date, at which time the bill must be approved for payment or notice provided to the Contractor as to why the bill or any portion of it will not be approved.

51.3 If the billing is approved, the thirty (30) day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

51.4 The law requires prompt and timely notice to the Contractor of any denial of payment, its deficiency and what is required to resolve the issue.

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

52.1 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.

**SPECIAL REQUIREMENTS
ON THE FOLLOWING PAGES**

**SHALL BE COMPLETED WHERE REQUIRED
&
SUBMITTED WITH BID PROPOSAL PACKAGE**

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

RIGHT TO EXTEND - TIME FOR AWARD

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

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

Signed: _____
(Signature)

Title: _____
(Please Print or Type)

Company Name: _____

Dated: _____ / _____ / 2016

Type OF Product or Service Offered: _____

STOCKHOLDER DISCLOSURE STATEMENT

Name of Business: _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Affiant)

(Signature of the Notary Public)

(Print name & title of affiant)

My Commission expires: ____ / ____ / ____

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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

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

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

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

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

_____ relies upon the truth of the statements contained in said Proposal
(Name of the contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day _____, 20__

(Signature)

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires: _____, 20__

(Seal)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
FOR CONSTRUCTION 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, up-grading, 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 of 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.

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B & C, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

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

The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (03) business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in Paragraph (i) above, whenever vacancies occur. At the request of the Division, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA-201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) 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 Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

Submitted by: _____
(Name of the Company/Firm)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ / 2016

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

AFFIRMATIVE ACTION COMPLIANCE NOTICE TO BIDDERS
N.J.S.A. 10:5-31 & N.J.A.C. 17:27
FOR CONSTRUCTION CONTRACTS

Upon award of a construction contract, the Contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors/Contractors may obtain these forms directly from the Division by accessing the following: www.state.nj.us/treasury/contract_compliance. Vendors/Contractors are responsible for sending copies of the forms to the City.

Proper completion and submission of these reports shall constitute evidence of the Contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202, once a month thereafter for the duration of the contract to the Division and to the City Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The City shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful construction Contractors shall be required to submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the City's Purchasing Division after notification of award but prior to signing a contract.
3. The Contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the City of Ocean City and to the New Jersey Division of Public Contracts Equal Employment Opportunity Compliance, once a month thereafter for the duration of the contract.

The undersigned Contractor further understands that their bid shall be rejected as nonresponsive if said Contractor fails to comply with the requirements of [N.J.S.A. 10:5-31](#) & [N.J.A.C. 17:27](#).

Submitted by: _____
(Name of the Company/Firm)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ / 2016

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledgement Receipt (Initial)</u>
_____	____ / ____ / <u>2016</u>	_____
_____	____ / ____ / <u>2016</u>	_____
_____	____ / ____ / <u>2016</u>	_____
_____	____ / ____ / <u>2016</u>	_____

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

Acknowledgement for: _____
(Name of the Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Dated: ____ / ____ / 2016

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT - 2 PART FORM

PART 1 OF 2

Name of the Business: _____

Address of the Business: _____

PART 1: CERTIFICATION

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

FAILURE TO CHECK ONE (01) 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 BELOW:

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 the Business: _____

Address of the 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 BELOW, 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 the Bidder: _____

Relationship to the Bidder: _____

Description of Activities: _____

Description of Activities: _____

Duration of Engagement: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Anticipated Cessation Date: _____

Bidder Contact Name: _____

Bidder Contact Name: _____

Contact Phone Number: _____

Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT - 2 PART FORM

CERTIFICATION:

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

Submitted by: _____
(Name of the Firm/Company)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ /2016

NOTARY:

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

(Signature of the Notary Public)

My Commission expires: ____ / ____ / ____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

The City of Ocean City
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:

- A. **Number of Copies of the Bid Proposal - Two (02) Copies: One (01) original & One (01) exact photocopies (Required)**
- B. **Bid Deposit/Bond** in the form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond. **(Required)**
- C. **Certificate from a Surety Company** stating if the bid is accepted, they will provide the required Performance Bond. **(Required)**
- D. **Stockholders Disclosure Statement** properly notarized listing stockholders or partners owning ten (10%) percent or more of corporation or partnership stock. **(Required)**
- E. **Non-Collusion Affidavit properly notarized (Required)**
- F. **New Jersey Business Registration Certificate(s) (BRC) (Requested for the prime Contractor and all Subcontractors, but shall be required to be submitted prior to the award of the contract)**
- G. **New Jersey Affirmative Action Requirements (Required)**
- H. **W-9 Form (Requested, but shall be required to be submitted prior to the award of the contract)**
- I. **Public Works Contractors Registration Act Certificate(s) (Required)**
- J. **Subcontractors List (Required)**
- K. **Acknowledgement of Receipt of Addenda (Required)**
- L. **Disclosure of Investment Activities in Iran Statement (Required)**
- M. **Right-to-Extend Time for Award (Requested)**
- N. **Deviations from specifications, if applicable**

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

City Contract #16-25

Howard S. Stainton Wildlife Refuge Habitat Restoration

1.0 Purpose & Intent of the Contract

- 1.1 A site inspection was conducted on the Howard S. Stainton Wildlife Refuge (hereafter referred to as Refuge), the inspection revealed that portions of the refuge are occupied by *Phragmites australis* or common reed. The Refuge is located on Blocks 2505, 2605, 2606, 2705, 2706 & 2805 in the City of Ocean City, Cape May County, New Jersey and contains 20.79 acres.
- 1.2 The Howard S. Stainton Wildlife Refuge is home to waterfowl and marsh birds and is becoming an important stopover habitat for migratory species. The Refuge is also an important part of the City of Ocean City's ecotourism economy, drawing in bird watchers and nature lovers from all over the area.
- 1.3 *Phragmites* control is an important component of managing the Refuge, thus preventing the regrowth of a monoculture, typical of *Phragmites*, and allowing the numerous other plant species within the Refuge to propagate.
- 1.2 Bidders are highly encouraged to inspect the entire site and to understand the limits of the *Phragmites australis* and the scope of the project work.

2.0 Description of the Contract

- 2.1 The control of the *Phragmites* shall consist of the following:
 - 2.1.1 An initial herbicide application and two (02) subsequent herbicide applications;
 - 2.1.2 Cutting, removing & disposing of *Phragmites* and temporary seeding;
 - 2.1.3 Supply, delivering & planting appropriate wetland herbaceous plant species.
- 2.2 There will be no grading or earth moving associated with the implementation of this project. All work and materials to be performed in accordance with New Jersey Department of Transportation (NJDOT) 2007 Specifications for Road and Bridge Construction and supplementary specifications.
- 2.3 The Assistant City Engineer or his representative shall survey the completed project after final planting is performed.
- 2.4 Upon completion of the project, representatives from the United States Army Corps of Engineers and the New Jersey Department of Environmental Protection may perform a site inspection to offer recommendations.

3.0 Construction Schedule

3.1 The following Construction Schedule will be adhered to and any changes to the Construction Schedule will be at the discretion of the Assistant City Engineer or his/her representative.

DESCRIPTION	BEGIN DATE	END DATE
Late spring spray of perimeter poison ivy		June 30, 2016
Obtain NJDEP Aquatic Use Permit for Initial Herbicide Treatment		August 30, 2016
Initial <i>Phragmites</i> Herbicide Application	September 15, 2016	October 15, 2016
Removal of <i>Phragmites</i> & Temporary Seeding	November 8, 2016	December 8, 2016
Deliver & Install Plants	April 15, 2017	June 1, 2017
Late spring spray of perimeter poison ivy	May 30, 2017	June 30, 2017
Obtain NJDEP Aquatic Use Permit for Subsequent Herbicide Treatment		August 15, 2017
First Subsequent <i>Phragmites</i> Herbicide Application	August 30, 2017	September 30, 2017
Late spring spray of perimeter poison ivy	May 30, 2018	June 30, 2018
Obtain NJDEP Aquatic Use Permit for Subsequent Herbicide Treatment		August 15, 2018
Second Subsequent <i>Phragmites</i> Herbicide Application	August 30, 2018	September 30, 2018

4.0 Materials

4.1 Materials shall conform to the following Subsections of the NJDOT Standard Specifications for Road and Bridge Construction:

4.1.1 Herbicide 917.11.03

4.1.2 Plant Material 917.10

5.0 Construction Requirements

5.1 *Phragmites* Herbicide Treatment

5.1.1 The Contractor shall retain a State Certified Pesticide Applicator for the initial herbicide application and subsequent applications as specified on the Construction Schedule.

5.1.2 The NJDEP regulations stipulate that any surface waters with a natural bottom and/or outlet require an **Aquatic Use Permit** for treatment with herbicides.

5.1.3 The Contractor shall obtain this permit prior to any herbicide application and supply the NJDEP application fee as required.

5.0 Construction Requirements (Continued)

5.1 *Phragmites* Herbicide Treatment (Continued)

- 5.1.4 The Contractor shall secure the NJDEP permit prior to herbicide treatment and in a timely fashion as specified on the Construction Schedule.
- 5.1.5 Herbicide application will include the ordering and cost of the required Glyphosate and non-ionic aquatic surfactant required for applications at the project site.
- 5.1.6 All equipment, labor and any associated permits and required fees.
- 5.1.7 **All Public Notices** shall be included in the base bid price.
 - 5.1.7.1 **The Official Newspaper for the City of Ocean City is the Ocean City Sentinel.**
- 5.1.8 The herbicide will be applied manually with a backpack sprayer or applied directly to the *Phragmites* foliage using a sponge applicator.
- 5.1.9 The Contractor shall follow the instructions for application, amounts needed per acre, the approved surfactants and ratios for mixing on the product labels.
- 5.1.10 The application rate shall follow the manufacturer's specifications for "Specific Perennial Weed Control Measures for *Phragmites*".
- 5.1.11 The spot application or direct spray method of Glyphosate is the method to be used during all applications.
- 5.1.12 The preferred application method is to spray the herbicide directly onto leafy green parts of the plants after tassel formation.
- 5.1.13 The Contractor shall follow the specifications and directions on the product label and in compliance with the state and federal requirements.
- 5.1.14 The Contractor shall notify the Assistant City Engineer or his/her representative a minimum least twenty-four (24) hours in advance of each herbicide application.
- 5.1.15 The Contractor shall not perform herbicide application if wind speeds exceed ten (10) mph or if rain is forecast within twelve (12) hours.
- 5.1.16 **The Contractor is responsible for the use of pesticides always read the entire pesticide label carefully, follow all mixing & application instructions & wear recommended personal protective gear & clothing.**

5.2 *Phragmites* Cutting, Removal & Disposal & Temporary Seeding

- 5.2.1 As directed on the Construction Schedule, after completion of the initial herbicide application, the Contractor shall hand cut and remove the *Phragmites* stems from the impacted areas and avoid disturbance to any other plant species.
- 5.2.2 The Contractor shall cut the *Phragmites* as close to the surface of the ground as possible.
- 5.2.3 The Contractor shall remove the cut *Phragmites* stems from the project site and the Contractor shall dispose of the *Phragmites* material at an approved landfill.
- 5.2.4 The Contractor shall hand seed the impacted areas with an annual winter rye immediately after *Phragmites* removal.

5.0 Construction Requirements (Continued)

5.2 *Phragmites* Cutting, Removal & Disposal & Temporary Seeding (Continued)

- 5.2.5 No mechanical vehicles shall be permitted within the Refuge.
- 5.2.6 The Contractor shall ensure that all other plant species remain undisturbed.
- 5.2.7 All permanent disturbance to plant species other *than Phragmites* will be reported to the Assistant City Engineer or his representative and the Contractor will be required to restore the disturbed areas.
- 5.2.8 Following removal and disposal of the *Phragmites*, and after seeding, the Contractor shall conduct a site visit with the Assistant City Engineer or his representative to confirm that *Phragmites* within all impacted areas have been removed to the satisfaction of the Assistant City Engineer.

5.3 Supply, Delivery & Installation of Planting Material

- 5.3.1 As directed on the Construction Schedule, herbaceous plants shall be planted in the spring (April-June) following the initial fall herbicide treatment.
- 5.3.2 Following the removal and disposal of the *Phragmites* stems, the Contractor shall coordinate with the Assistant City Engineer or his representative to confirm the contract quantity of plant material.
- 5.3.3 All planting materials and activities shall conform to the specifications set forth in Subsection 917 of the NJDOT Standard Specifications for Road and Bridge Construction as well as the supplementary specifications set forth in this section.
- 5.3.4 During the planting phase no mechanical vehicles shall be permitted within the Refuge.
- 5.3.5 The Contractor shall supply and deliver two-inch seedling plugs of *Spartina patens* (Salt Meadow Cordgrass).
- 5.3.6 The Contractor shall install the plants within the impacted areas at twenty-four (24") inch center planting distances and shall stagger the plantings.
- 5.3.7 The Contractor shall install the seedling plugs by hand.
- 5.3.8 The Contractor shall remove by hand any *Phragmites* roots or rhizomes encountered during the planting task and the Contractor shall dispose of the *Phragmites* material at an approved landfill.
- 5.3.9 If not planted immediately after being delivered to the project site, the Contractor shall store the plants in a secure area out of direct exposure to the sun and wind and the Contractor shall keep the plant pots and associated root masses moist through periodic watering until the time of planting.
- 5.3.10 Storage time of plants shall be kept to a minimum and shall not be longer than three (03) days.
- 5.3.11 The Contractor shall ensure that the plants appear healthy, with no foliage spots or damage, no wilting or curling, or evidence of insects on the foliage.
- 5.3.12 Fertilizer shall not be applied to the plants while at the Refuge.

5.0 Construction Requirements (Continued)

- 5.3.13 The source of the plant material must be approved by the Assistant City Engineer or his representative prior to delivery.
- 5.3.14 Proposed plantings for the impacted areas are designed to enhance the existing habitats and create a hostile environment for any re-emerging *Phragmites*.

6.0 Time of Completion

6.1 *Phragmites* Herbicide Treatment

- 6.1.1 The initial *Phragmites* treatment shall be performed as specified in the Construction Schedule.
- 6.1.2 The Contractor shall obtain the NJDEP Herbicide Application Permit for the initial treatment prior to August 30th, and provide a copy of the NJDEP Permit to the Assistant City Engineer or his representative prior to September 10th.
- 6.1.3 The initial *Phragmites* herbicide treatment shall be performed between September 15th, and October 15th.
- 6.1.4 Subsequent *Phragmites* herbicide treatments will occur the following two (02) years.
- 6.1.5 The Contractor shall obtain the NJDEP Herbicide Application Permits for each of the subsequent herbicide applications prior to August 15th of each of the two years and provide a copy of the NJDEP Permit to the Assistant City Engineer or his representative prior to August 20th of each of the two (02) subsequent years.
- 6.1.6 The subsequent *Phragmites* herbicide treatment shall be performed between August 30th and September 30th of each of the two (02) subsequent years.

6.2 *Phragmites* Cutting, Removal & Disposal & Temporary Seeding

- 6.2.1 The Contractor shall perform the cutting, removal and disposal of the *Phragmites* as specified in the Construction Schedule and shall perform this task only after the initial *Phragmites* treatment.
- 6.2.2 The cutting of the *Phragmites* shall occur no sooner than three (03) weeks (21 days) following the herbicide treatment and upon approval of the Assistant City Engineer or his representative.
- 6.2.3 The Contractor shall complete this task within thirty (30) days.

6.3 Supply, Delivery & Installation of Planting Material

- 6.3.1 The Contractor shall supply, deliver and install the planting material as specified in the Construction Schedule.
- 6.3.2 The Contractor will confirm the plant quantities and provide the Assistant City Engineer or his representative the source of the plant material (name of the nursery) for approval by October 31st.
- 6.3.3 The Assistant City Engineer or his representative will approve the Contractor's plant quantities and source or provide recommendations by November 30th.
- 6.3.4 The Contractor will deliver the plants and upon inspection and approval by the Assistant City Engineer or his representative, the Contractor shall install the plants within the impacted areas between April 15th and June 1st.

7.0 Construction Adjacent to Waters of the United States

- 7.1 It is the Contractor's responsibility to ensure that the any open water areas within the Refuge are not negatively impacted by this work. ***Exceptions to this are the impacted areas of Phragmites located in or around the open water areas within the refuge.***
- 7.2 Any material, machinery or equipment lots, dumped, thrown into or otherwise entering the open water areas must be removed immediately by the Contractor.
- 7.3 Spillage of oil or hazardous substances is specifically prohibited by Section 311 of the Clean Water Act, as amended.
- 7.4 The Contractor shall implement measures to prevent spillage including properly maintaining equipment, designating fuel/hazardous substances handling areas, ensuring all spills be contained before reaching waterways, instructing personnel not to dispose of oil or hazardous substances into drains or directly into waters and any other necessary procedures.
- 7.5 If oil/hazardous substances area spilled into the waterway in spite of such planning, the Contractor shall notify the Assistant City Engineer and the NJDEP immediately.
- 7.6 An adequate supply of absorbent material should be readily available and accessible to soak up any possible spillage.

8.0 Contractor Responsibilities

- 8.1 The Contractor shall provide notification to the Assistant City Engineer or his representative prior to start of construction.
- 8.2 The Contractor shall have the Assistant City Engineer or his representative inspect the project site according to the following schedule:
 - 8.2.1 Prior to the start of the herbicide applications (initial & subsequent applications) and during the application process;
 - 8.2.2 After *Phragmites* herbicide treatment and three (03) days prior to the removal of *Phragmites* to confirm the limits of *Phragmites* removal;
 - 8.2.3 At the fifty (50%) percent completion of the *Phragmites* removal;
 - 8.2.4 At the completion of the *Phragmites* removal to confirm the removal of the *Phragmites* and to confirm the proposed planting areas and plant quantities;
 - 8.2.5 Prior to the beginning of the planting, after the delivery of plant materials to verify the planting areas and to inspect the plants;
 - 8.2.6 Completion of planting

9.0 Method of Measurement

9.1 *Phragmites* Herbicide Treatment

- 9.1.1 The initial *Phragmites* herbicide treatment will not be measured and payment will be made on a lump sum basis.
- 9.1.2 The subsequent *Phragmites* herbicide treatments will not be measured and payment will be made on a lump sum per year for each of the subsequent treatments.
- 9.1.3 The bid price for the initial treatment and subsequent herbicide treatments shall include all costs associated with obtaining the necessary NJDEP Herbicide Application permits, **PUBLIC NOTIFICATION**, including application fees, and all costs of Contractor mobilization, demobilization, inspections, furnishing all labor, tools, materials, equipment and incidentals.

9.2 *Phragmites* Cutting, Removal & Disposal & Temporary Seeding

- 9.2.1 The *Phragmites* cutting, removal, disposal and temporary seeding will not be measured and payment will be made on a lump sum basis.
- 9.2.2 The bid price for the *Phragmites* cutting, removal, disposal and temporary seeding shall include all costs of Contractor mobilization, demobilization, inspections, furnishing all labor, tools, materials, equipment and incidentals and landfill fees.

9.3 Supply, Delivery & Installation of Planting Material

- 9.3.1 The supply, delivery and installation of the herbaceous plant material will be measured by the unit.
- 9.3.2 The bid price for each plant shall include all costs of ordering the plant materials, labor for planting, any equipment and materials necessary for installation of plants.

10. Basis of Payment

<u>Item</u>	<u>Description</u>	<u>Pay Unit</u>
1.	Phragmites Initial Herbicide Treatment	Lump Sum/Year
2.	Phragmites Cutting, Removal, Disposal & Temporary Seeding	Lump Sum/Year
3.	Poison Ivy Herbicide Treatment	Lump Sum/Year
4.	Spartina Patens	Unit

**The City of Ocean City
Cape May County
Ocean City, NJ**

Contract #16-25

Howard S. Stainton Wildlife Refuge Habitat Restoration

[Proposal Form](#)

Pursuant to and in compliance with the Advertisement for Bids dated April 20, 2016 and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the Contract 16-25, Howard S. Stainton Wildlife Refuge Habitat Restoration as required by and in strict accordance with the applicable provisions of plans and specification as all addenda issued by the City of Ocean City or its Engineer prior to the date of opening the bid proposals whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices.

Note: Extension of Unit Prices must be exact. If there is a discrepancy between the Unit Price and the Amount, the Unit Price will prevail.

Item No.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	<i>Phragmites</i> Initial Herbicide Treatment Year 2016	Lump Sum Year 2016	1		
	1a. Year 2017	Lump Sum Year 2017	1		
	1 b. Year 2018	Lump Sum Year 2018	1		
2.	<i>Phragmites</i> Cutting, Removal & Disposal Year 2016	Lump Sum Year 2016	1		
	2 a. Year 2017	Lump Sum Year 2017	1		
	2 b. Year 2018	Lump Sum Year 2018	1		
3.	Poison Ivy Herbicide Treatment Year 2016	Lump Sum Year 2016	1		
	3 a. Year 2017	Lump Sum Year 2017	1		
	3 b. Year 2018	Lump Sum Year 2018	1		
4.	Spartina Patens	Each			

Completed by: _____
(Firm/Company Name)

(Print Name)

(Signature)

_____/_____/2016
(Dated)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

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

CITY CONTRACT #16-25

Howard S. Stainton Wildlife Refuge Habitat Restoration

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

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: City Contract #16-25, Howard S. Stainton Wildlife Refuge Habitat Restoration.

STATEMENT OF AUTHORITY

Individual/Company Name: _____

Business Address: _____

Submitted By: _____

(Please Print or Type)

Signature: _____

Title: _____

Telephone #: _____ Fax #: _____

E-Mail Address: _____

Taxpayer Identification (TIN) #: _____

Dated: ____ / ____ / 2016

By submission & signing this document, I certify that I am familiar with all the conditions & requirements of the bid specifications.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

If you are asked to complete Form W-9 but do not have a TIN, 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

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.