

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

**Specifications & General Requirements  
For**

**City Contract #24-20**

**Construction of the Ocean City 8<sup>th</sup> Street Police Substation**



**Department of Administration Approval**

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**George J. Savastano  
Business Administrator**

**Engineer of Record**

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**Lamont (Butch) Czar, P.E.  
N.J. License #24GE03382700**

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**Jeffrey S. Richter, P.E.  
N.J. License #24GE03252000**

**Purchasing Division Approval**

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

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**Michael Rossbach Jr., QPA  
Assistant Purchasing Agent**

**Architect of Record**

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**William C. McLees, AIA, LEED AP  
N.J. License #21AI01405400**

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

**City Contract #24-20**

**Construction of the Ocean City 8<sup>th</sup> Street Police Substation**

**[Table of Contents](#)**

**Notice to Bidders**

**Invitation for Bid Proposals**

**General Instructions to Bidders**

**Bid Proposal Submission**

**Special Requirements**

**Bid Proposal Form(s)**

**Technical Specifications**

**City of Ocean City  
Cape May County, New Jersey 08226  
Notice to Bidders**

Sealed bid proposals shall be received by the City Clerk of the City of Ocean City on **Thursday, October 3, 2024 @ 2:00 PM, EDT** prevailing time at City Hall, 861 Asbury Avenue, Room #301, Ocean City, NJ 08226 at which time bid proposals shall be opened and read aloud for:

**City Contract #24-20, Construction of the Ocean City 8<sup>th</sup> Street Police Substation**

Bid proposals may only be submitted by USPS, FedEx, UPS or similar overnight guaranteed service and shall be required to arrive at City Hall no later than the time and date that the bid proposals are due. The City shall not be responsible for bid proposals that arrive late or to the wrong location regardless of the postmark date on such bids. Late bid submittals shall not be considered by the City.

Specifications & Instructions to Bidders may be obtained from the Purchasing Division Office. The Ocean City Purchasing Office can be reached at (609) 525-9356 for additional information.

Bidders shall be required to 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) & Americans with the Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.* A copy of your New Jersey Business Registration Certificate (BRC) should be submitted with your bid package. Bidders' attention shall be called to all of the requirements contained in the General Instructions to Bidders for this contract.

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

**City of Ocean City - Purchasing Division  
Cape May County, New Jersey 08226  
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:** 24-20

**Contract For:** Construction of the Ocean City 8<sup>th</sup> Street Police Substation

**Bid Opening Date,** Thursday, October 3<sup>rd</sup> 2024 @ 2:00 P.M., EST

**Time & Location:** City Council Chambers  
City Hall, Room #301  
861 Asbury Avenue  
Ocean City, NJ 08226

**Submit Bids Before  
Bid Opening Time To:** City Clerk's Office  
City Hall, Room #101  
861 Asbury Avenue  
Ocean City, NJ 08226

- Section 1.0: Submission of Bid Proposals (Required)**
- Section 2.0: Bid Security & Bonding Requirements (Required)**
- Section 3.0: Interpretations & Addenda (Required)**
- Section 4.0: Brand Names, Standards of Quality & Performance (Required)**
- Section 5.0: Insurance & Indemnification (Required)**
- Section 6.0: Pricing Information for the Preparation of the Bid Proposals (Required)**
- Section 7.0: Modification or Withdrawal of Bid Proposals (Required)**
- Section 8.0: Statutory & Other Requirements (Required)**
- Section 9.0: Payment & Change Orders (Required)**
- Section 10.0: Standardized Changed Conditions Clauses (Required)**
- Section 11.0: Value Engineering (Required)**
- Section 12.0: Length of the Contract & Liquidated Damages (Required)**
- Section 13.0: Date of Final Acceptance of the Contract (Required)**

**Contact Person:** Joseph S. Clark, QPA, City Purchasing Manager  
**Telephone #:** (609) 525-9356  
**E-Mail Address:** [jclark@ocnj.us](mailto:jclark@ocnj.us)

**Contact Person:** William C. McLees, AIA, LEED AP  
**Telephone #:** (609) 927.0888  
**E-Mail Address:** [bmclees@wmarch.net](mailto:bmclees@wmarch.net)

**Contact Person:** Lamont (Butch) Czar, P.E.  
**Telephone #:** (609) 653-2015  
**E-Mail Address:** [lczar@czarengineering.com](mailto:lczar@czarengineering.com)

**Contact Person:** Jeffrey S. Richter, P.E., P.P.  
**Telephone #:** (609) 918-0200 ext #224  
**E-Mail Address:** [jrichter@actengineers.com](mailto:jrichter@actengineers.com)

**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.

**City of Ocean City  
Cape May County  
Ocean City, NJ 08226**

**A. General Instructions & Conditions for City Contracts (Construction)**

**1.0 Submissions of Bid Proposals**

- 1.1 Instruction to Bidders, forms and specifications may be examined in person at the City of Ocean City Purchasing Division, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226, Monday through Friday, holidays excepted between the hours of 9:00 A.M. & 4:00 P.M., EST.
- 1.2 Sealed bid proposals shall be received by the City of Ocean City hereinafter referred to as "City," in accordance with public advertisement as required by Law, with a copy of said notice being attached hereto and made a part of these specifications.
- 1.3 All bid proposals shall be received in the Office of the City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226 on or before the time and date specified. Bid proposals received after the time considered shall be returned to the bidder unopened.
- 1.4 The bid proposal shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name & address of the bidder written on the face of the envelope, and (3) clearly marked "BID PROPOSAL" with the City contract title and/or bid proposal number of the contract being received. The bidder shall include **one (01) original & one (01) exact photocopy** of their bid proposal with the proposal submission. **The original proposal shall be marked as "Original" and the secondary photocopy shall be marked as "Copy".**
- 1.5 It is the bidder's responsibility to present bid proposals to the City prior to or at the time and place so designated. Bid proposals may be hand delivered or mailed; however, the City disclaims any responsibility for bid proposals forwarded by regular United States Postal Service (USPS) or overnight mail services. Bid proposals sent by express mail or a delivery services shall either 1). Include the designation as outlined above & on the outside of the express mail package or service envelope; or 2). Shall be in a separate sealed envelope inside the delivery envelope and the envelope shall be marked as required above. Bid proposals received after the designated time and date shall not be considered by the City and shall be returned unopened to the bidder.
- 1.6 Sealed bid proposals forwarded to the City Clerk's Office before the scheduled time of opening of bid proposals may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid proposal submission. Once bid proposals have been opened, their pricing shall remain firm and fixed for a minimum time period of sixty (60) calendar days and/or an additional timeframe that may have been agreed upon by the bidder.
- 1.7 More than one bid proposal from an individual, a firm or partnership, a corporation or association under the same names shall not be considered by the City.
- 1.8 All prices and amounts shall be written clearly in ink or preferably machine-printed. Bid proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for on the bid proposal form, attachment of additional information not required by the specifications, or irregularities of any kind, may be cause for rejection by the City in accordance with applicable law. Any changes, whiteouts, strikeouts, etc., in the bid proposal shall be initialed in ink by the person signing the bid documents.
- 1.9 The bid proposal form shall be required to give the full business address, business telephone number, fax number, e-mail address, the contact person of the bidder, and shall be signed by an authorized representative as follows:
  - 1.9.1 Bid proposals by partnerships shall 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.

- 1.9.2 Bid proposals 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.
- 1.9.3 Bid proposals by sole-proprietorship shall be signed by the proprietor.
- 1.9.4 When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- 1.10 All bidders should be aware of the following statutes that represent "Truth in Contracting" Laws:
  - 1.10.1 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 misrepresentations.
  - 1.10.2 Whereas, N.J.S.A. 2C:27-10 provides that a public servant commits a crime and if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - 1.10.3 Whereas, N.J.S.A. 2C:27-11 provides that a bidder commits a crime and if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - 1.10.4 Bidders should consult the State statutes or legal counsel for further guidance and information.
- 1.11 Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 dollars from public entities in a given calendar year. All business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC @ (888)-313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).
- 1.12 Official Request for Bid Proposal packages may be made by e-mailing [mrossbachjr@ocnj.us](mailto:mrossbachjr@ocnj.us). All addenda shall also be sent via email from the City Purchasing Division. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete.
- 1.13 To better insure fair competition and to permit a determination of the lowest responsible 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 that obviously appear to be unbalanced in nature.

## 2.0 **Bid Security & Bonding Requirements (Required)**

### 2.1 **Bid Guarantee**

- 2.1.1 Bidders shall be required to submit with the bid proposal 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 dollars, payable unconditionally to the City. 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 City. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract has been awarded shall be retained until a contract has been fully executed and the required performance bond or other required security has been 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.
- 2.1.2 The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid proposal. **When required, failure to submit a Bid Guarantee shall result in the immediate rejection of the bid proposal.**

2.2 **Consent of Surety (Required)**

- 2.2.1 All bidders shall be required to submit with their bid proposal 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, and acceptable to the City stating that it shall without exception provide said bidder with a Performance Bond in the full amount of the bid proposal. 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.
- 2.2.2 The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. **When required, failure to submit a Consent of Surety shall result in the immediate rejection of the bid proposal.**

2.3 **Performance Bond (Required)**

- 2.3.1 The successful bidder shall simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of **one-hundred (100%) percent** of the acceptable bid proposal as security for the faithful performance of this contract.
- 2.3.2 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 dully authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-7. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.
- 2.3.3 Failure to submit this required Performance Bond with the executed contract shall be considered just cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

2.4 **Labor & Material (Payment) Bond (Required)**

- 2.4.1 The successful bidder shall be required to supply with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for all of the labor and material utilized in connection with the work performed under the contract.
- 2.4.2 Failure to submit a Labor & Material Bond with the Performance Bond shall be considered just cause for declaring the contract null and void.

2.5 **Maintenance Bond (Required)**

- 2.5.1 Upon final acceptance of the work by the City, the Contractor shall be required to submit a Maintenance Bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed **fifteen (15%) percent** of the project costs guaranteeing against defective quality of workmanship or materials for the period of:

  X   2 Years

3.0 **Interpretations & Addenda**

- 3.1 The bidder understands and agrees that its bid proposal shall be submitted on the basis of the specifications prepared by the City. The bidder shall accept the full obligation and responsibility to become familiar with the specifications and associated bid documents & plans, if applicable.

- 3.2 All bidders are expected to examine the specifications and the associated bid documents with care and to observe all the requirements contained therein. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification or the associated bid documents shall be required to file such challenges in writing with the contracting agent **no less than seven (07) business days** prior to the scheduled opening of the bid proposals. Challenges filed after that time shall be considered void and have no impact on the City or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event that the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid proposal.
- 3.3 No oral interpretation and/or clarification of the meaning of the specifications for any goods and services shall be made to any bidder by the City. Any bidder or bidders finding any discrepancy in or omission from the specifications and/or the associated bid documents, in doubt as to their meaning, or feels that the specifications are discriminatory in nature, shall notify the City's representative stipulated in the specification in writing via e-mail or fax on or before **2:00 P.M., EST on Thursday, September 26, 2024**. Exceptions, as taken, in no way shall obligate the City to change the specifications. The City shall notify all prospective bidders in writing, by addendum duly issued in accordance with N.J.S.A. 40A:11-23(c) of any interpretations or changes made to specifications or instructions. Said addenda notice shall be issued by e-mail from [mrossbachjr@ocnj.us](mailto:mrossbachjr@ocnj.us) and shall be in accordance with N.J.S.A. 40A:11-23(c). All potential bidders shall be required to periodically check the City's website for any said changes, addenda or additional bid information that may have been posted.
- 3.4 All interpretations, clarifications and any supplemental instructions shall only be in the form of written addenda to the specifications and notice shall be provided to all potential bidders that have physically received the plans and specifications and shall be sent to the bidders who have provided an e-mail address when obtaining a copy of the bid proposal package, or who have submitted a bid submission. All addenda so issued shall become part of the specification and the associated bid documents and shall be acknowledged by the bidder in the bid proposal package by completing the Acknowledgement of Receipt of Addenda Form. The City's interpretations or corrections thereof shall be considered final.
- 3.5 Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the City shall provide the required notice prior to the official receipt of the bid proposals to any person who has submitted a bid proposal or who has received a bid proposal package. They shall be sent from [mrossbachjr@ocnj.us](mailto:mrossbachjr@ocnj.us). It is highly recommended that all bidders include this address in their recipient e-mail's contact list to ensure that the transmission is not routed to a spam or junk e-mail folder.
- 3.6 **Discrepancies in Bid Proposals**
- 3.6.1 If the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding. Ditto marks shall not be considered writing or printing and shall not be utilized in the preparation of bid proposals.
- 3.6.2 In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In this case the proper extended price shall be recalculated by the City when preparing the Bid Summary Forms and shall be utilized for purposes of award of the contract.
- 3.6.3 In the event that there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.
- 3.7 **Optional Pre-Bid Conference (Non-Mandatory)**
- 3.7.1 If stated in the Notice to Bidders and checked below:

**A Pre-Bid Conference will not be held.**

**A Pre-bid Conference for this proposal will be held on \_\_\_\_\_**



- 3.7.2 Attendance to the Pre-Bid Conference is not considered mandatory by Law, but it is strongly recommended by the City that all potential bidders attend when and where possible. Failure to attend does not relieve the bidders of any obligations and/or requirements of the contract.

#### 4.0 **Brand Names, Standards of Quality & Performance**

- 4.1 Brand names and/or the descriptions utilized in these specifications are to acquaint bidders with the types of goods and services desired and shall be used as a standard by which the goods and services offered as equivalent shall be evaluated and compared.
- 4.2 When a specification uses a "brand name and/or equivalent," the listed brand name shall serve as a reference or a point of comparison for the functional or operational characteristics desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the sole responsibility of the bidder to adequately document the equivalence claim. **Failure to submit such documentation when specified, shall be considered just cause for the rejection of the claim of equivalence.**
- 4.3 In submitting its bid proposal, the bidder certifies that the goods and services to be furnished shall not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save the City harmless from any damages resulting from such infringement claims or judgements.
- 4.4 The Contractor shall fully guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the Contractor. The Contractor shall be responsible for all return freight and/or restocking charges.

#### 5.0 **Insurance & Indemnification**

The insurance documents indicated shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverages shall be in effect no later than 12:01 A.M., EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

##### 5.1 **Insurance Requirements**

###### 5.1.1 **Worker's Compensation Insurance**

- 5.1.1.1 Worker's Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) & N.J.A.C. 12:235-1.6.

###### 5.1.2 **Commercial General Liability Insurance**

- 5.1.2.1 Please see section 11.1.2.1 of the Bid Specifications for requirements of the Comprehensive General Liability Policy.

###### 5.1.3 **Comprehensive Automotive Liability Insurance**

- 5.1.3.1 Please see section 11.1.2.1 of the Bid Specifications for the requirements of the Comprehensive General Liability.

###### 5.1.4 **Umbrella & Excess Umbrella Liability Insurance**

- 5.1.4.1 Please see section 11.1.2.1 of the Bid Specifications for the requirements of the Comprehensive General Liability.

- 5.1.5 Other forms of insurance as may be required or specified elsewhere in the specifications.

## 5.2 Certificates of the Required Insurance

- 5.2.1 Certificates of Insurance for those required policies as stated above shall be submitted with the executed contract. Such coverage shall be with an insurance company that is authorized to do business in the State of New Jersey and shall name both the City and their engineer or architect of record as an additional insured.
- 5.2.2 Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City and their engineer or architect of record as an additional insured.

## 5.3 Indemnification

- 5.3.1 The Contractor shall indemnify and hold harmless the City, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from:
  - 5.3.1.1 Negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of any of the work under the contract; and
  - 5.3.1.2 The use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or articles furnished or utilized in the performance of this contract.
- 5.3.2 The Contractor shall be required on all certificates to specifically mention the hold harmless contract.
- 5.3.3 The Contractor shall be required to sign a hold harmless agreement upon execution of the signed contract.

## 6.0 Pricing Information for the Preparation of the Bid Proposals

- 6.1 The City is exempt from any local, State, or Federal sales, use or excise tax. The City will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- 6.2 Estimated Quantities (Open-End Contracts): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience has shown that the amount ordered may be different than that which has been submitted for bidding purposes. The City shall reserve the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 & 11.10. No minimum purchase shall be implied and/or guaranteed by the City.
- 6.3 The Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bid proposals submitted shall have these cost included in the overall contract price.
- 6.4 The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the successful bidder (Contractor) for the purpose of assisting the Contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or utilized by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting contract.
- 6.5 In the event of a declared public emergency at the local, county, state and/or federal level prior to the expiration of the contract, if the City opts to extend terms and conditions of the contract, the Contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six (06) months, for goods and/or services for the duration of the stated emergency.
- 6.6 Discounts to be Offered - Time in connection with prompt payment discounts offered shall be computed from the date that the Contractor's payment invoice and properly completed City payment voucher are received by the City's Accounts Payable Division Office.

- 6.7 Percentage discounts for payment of invoices in twenty (20) days or more shall be considered in the evaluation of the bid proposals, when requested on the bid proposal form(s). Shorter discount periods shall not be considered by the City in the evaluation of the bid proposals.
- 6.8 Patent Rights - 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 City or licensee of such letter patents and file same with the City Purchasing Manager.
- 6.9 **The City reserves the right to charge the 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 and/or work completion schedule.** The per diem charge may be invoked at the discretion of the City, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the Contractor.
- 6.10 The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City. Any information supplied to the City may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.
- 6.11 Proof of licensure for any activity regulated by the State of New Jersey and any required work required covered under this specification, for either the firm or the person responsible for said work, shall be provided as may be required by the City.
- 6.12 The City reserves the right to claim liquidated damages in accordance with N.J.S.A. 40A:11-19. If deemed necessary by the City's legal counsel.
- 7.0 **Modification or Withdrawal of Bid Proposals**
- 7.1 A bid proposal that is the possession of the City Clerk's Office may be altered by form, e-mail, letter or fax bearing the signature or name of the person authorized for bidding, **provided it has been received prior to the date and time of the scheduled bid proposal opening.** Under no circumstances shall the form, e-mail, letter or fax reveal the bid proposal prices or any changes to those stated figures, but should only indicate the addition, subtraction or other change in the documents and/or required backup and support materials.
- 7.2 A bid proposal that is in the possession of the City's Clerk's Office may be withdrawn by the bidder in person or by written notarized request up until the time of the scheduled bid proposal opening. Bid proposals may not be withdrawn after the bid proposal opening, unless formal approval has been granted by both the City Business Administrator and the City Purchasing Manager in accordance with N.J.S.A. 40A:11-23.3.
- 7.3 Whereas, N.J.S.A. 40A:11-23.3 authorizes a bidder to request the withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.
- 7.4 A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 shall be required to submit a request for withdrawal, in writing, by certified or registered mail to the City Purchasing Division. The bidder shall be required to request withdrawal of a bid due to a mistake, as defined by the Law, **within five (05) business days** after the receipt and opening of the bid proposals. Since the bid proposal withdrawal request shall be effective as of the postmark of the certified or registered mailing, the City Purchasing Manager may contact all bidders, after bid proposals are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid proposal pursuant to N.J.S.A. 40A:11-23.3.
- 7.5 A bidder's request to withdraw the bid proposal shall contain evidence, including any pertinent documents, demonstrating that an actual mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the City's designated professional staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

7.6 The City shall not consider any written request for a bid proposal withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is **within the five (05) business days** following the opening of bid proposals.

## 8.0 **Statutory & Other Requirements**

The following are mandatory requirements of this bid solicitation and contract.

### 8.1 **Mandatory Affirmative Action Certification**

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. & N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The Contract shall include the language included as 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.

#### 8.1.1 **Construction Contracts**

Each contractor shall submit to the public agency, after notification of award but prior to execution of a construction contract, one of the following three documents:

8.1.1.1 Each Contractor shall be required to submit the affirmative action form to the City, after notification of award, but prior to execution of a construction contract. The Contractor shall submit to the City's compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) and initial project workforce report (Form AA-201 which can be viewed online at [NJ Treasury](#) and provided to the City by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-8

8.1.1.2 The Contractor shall also be required to 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 City's Compliance Officer. The Contractor shall also cooperate with the City 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 as prescribed by Law.

8.1.1.3 The provisions of Chapter 127. Public Laws of 195 are applicable to this contract. All bidders are required to familiarize themselves and comply with the requirements of this statute. Prospective bidders shall be required to complete the Affirmative Action Affidavit or comply with other requirements of the Law as applicable.

### 8.2 **New Jersey Anti-Discrimination Law**

The contract for this bid proposal shall require that the Contractor agrees not to discriminate in employment and agrees to abide by all antidiscrimination laws including but not limited to N.J.S.A. 10:2-1 as listed below:

8.2.1 Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the Contractor agrees that:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex; and

There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 dollars for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

### **8.3 Americans with Disabilities Act of 1990**

8.3.1 Discrimination on the basis of disability in contracting for construction contracts is prohibited. If awarded the contract, the Contractor is required to comply with requirements related to the Americans with Disabilities Act as provided below. The Contractor is obligated to comply with the Act and to hold the city harmless for any violations committed under the contract.

Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Contractor 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 Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the contractor 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 damages against the City, or if the City incurs any expense to cure a violation of the American Disability Act (ADA) which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the city shall expeditiously forward or have forwarded to the

contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

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

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

#### 8.4 **Statement of Ownership Disclosure**

8.4.1 Whereas, N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership 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 proposal of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

8.4.2 The included Statement of Ownership Disclosure shall be completed and submitted with the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S Corporations. **Failure to submit the Statement of Ownership Disclosure document shall result in the immediate rejection of the bid proposal, as it cannot be remedied by Law after bid proposals have been received.**

8.4.3 Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

#### 8.5 **Proof of the New Jersey Business Registration Certificate (BRC)**

8.5.1 Pursuant to N.J.S.A. 52:32-44, the City of Ocean City is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by Law to be named in a bid/proposal/contract has a valid Business Registration Certificate (BRC) on file with the Division of Revenue & Enterprise Services within the New Jersey Department of the Treasury.

8.5.2 Prior to the award of the contract and/or authorization, the Contractor shall be required to provide the City of Ocean City with its proof of business registration and that of any of their named subcontractor(s) also provide the same. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide copies to the City of Ocean City prior to the time a contract is awarded, purchase order issued, or other contracting document is awarded or authorized by the governing body.

8.5.3 During the course of contract performance:

8.5.3.1 The Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.

- 8.5.3.2 The Contractor shall maintain and submit to the City of Ocean City a list of subcontractors and their addresses that may be updated from time to time.
- 8.5.3.3 The Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation @ (609)-292-6400. Form NJ-REG can be filed online @ [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).
- 8.5.4 Before final payment is made under the contract, the Contractor shall submit to the City of Ocean City a complete and accurate list of all subcontractors utilized in connection with the contract and their full business addresses.
- 8.5.5 Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 dollars for each day of violation, not to exceed \$50,000.00 dollars, for each proof of business registration not properly provided under a contract with a contracting agency.
- 8.5.6 **Emergency Purchases/Contracts** - For purchases or contracts of an emergent nature, the Contractor shall provide its' Business Registration Certificate (BRC) within **two (02) weeks** from the date of purchase or after the execution of the contract or prior to payment for goods or services, whichever is deemed earlier.
- 8.6 Disclosure of Investment Activities in Iran**
- 8.6.1 Whereas, N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders shall be required to indicate if they comply with the Law by certifying the form that has been provided with these specifications. Pursuant to N.J.S.A. 40A:11-2.1 the City is required to notify the New Jersey Attorney General, if it determines a false certification has been submitted.
- 8.7 American Goods & Products to be Utilized Where Possible**
- 8.7.1 Only manufactured and farm products of the United States, wherever available, shall be utilized pursuant to N.J.S.A. 40A:11-18.
- 8.8 New Jersey Underground Facility Protection Act**
- 8.8.1 The bidder shall be responsible for all excavation or demolition projects to notify the One-Call Damage Prevention System prior to any of the work being performed. The bidder shall be required to fulfill the requirements of N.J.S.A. 48:2-37 et seq.
- 8.9 New Jersey Worker & Community Right-To-Know Act**
- 8.9.1 The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., & N.J.A.C. 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) & Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at a City's facilities by the Contractor or subcontractors shall display RTK labeling. Contractors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.  
[www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/).

## 8.10 Document Checklist

8.10.1 Bidder Shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

## 8.11 Non-Collusion Certification

8.11.1 The Certification shall be properly executed and submitted with the bid proposal. **By the submission of this required certification**, the bidder certifies that the bid proposal 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 shall not be communicated to any person, prior to the official public opening of the bid proposals.

## 8.12 New Jersey Prevailing Wage Act

8.12.1 Pursuant to N.J.S.A. 34:11-56.25 et seq. & N.J.S. A. 34:11-56.27, contractors on projects for public work shall strictly adhere to all of the requirements of the New Jersey Prevailing Wage Act. **The Contractor shall be required to pay wage rates for all trades for the project & locality and to submit certified payroll records to the City within ten (10) days of the payment of the wages.** In the event it is found that any worker, employed by the Contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid for any of the trades and locality, the City may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion.

8.12.2 The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The 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 @ <http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwrconstruction.html>

## 8.13 New Jersey Public Works Contractor Registration Act Certificate

8.13.1 Whereas, N.J.S.A. 34:11-56.48 et seq. requires that a general or a prime contractor and any listed subcontractors named in the Contractor's bid proposal shall possess a Public Works Contractor Registration Certificate **at the time the bid proposal is submitted.** After bid proposals have been received and prior to the award of the contract by the City, the successful Contractor shall be required to submit a copy of the Contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-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 certificate prior to starting work on the project. **Proof of said registration(s) shall be forwarded to the City's Purchasing Division prior to the start of work on the project.**

8.13.2 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.



8.13.3 To register, a Contractor shall be required to provide the New Jersey State Department of Labor with a full and accurately completed application form. The form is available online @ [www.state.nj.us/labor/lsse/lspubcon.html](http://www.state.nj.us/labor/lsse/lspubcon.html).

**Note: Whereas, N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for said registration as a substitute for an actual certificate of registration for the award of the contract.**

#### 8.14 **Equipment Certification Listing**

8.14.1 The bidder shall be required to certify on the Equipment Certification Form that they control or have access to the equipment necessary to do the required work, if awarded the contract. If the bidder does not own or lease the equipment, a certification from the City of the equipment that the bidder will have access to. **The Equipment Certification and the associated listing shall be required to be submitted with the bid proposal (N.J.S.A. 40:11-20).**

#### 8.15 **Non-Debarment for Federal Government Contracts Requirements**

8.15.1 Pursuant to state law N.J.S.A. 52:32-44.1 any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

8.15.2 Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

#### 8.16 **Occupational Safety & Health Act**

8.16.1 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.

#### 8.17 **Tobacco & Drug Free Work Environment**

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

#### 8.18 **Conflict of Interest Policy**

8.18.1 All contract awards are subject to N.J.S.A. 40:69A-163 & 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."

#### 8.19 **Names of Subcontractors Listed**

8.19.1 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 electrical work, including any power plants, tele-data, fire alarm, or security system; plumbing and gas fitting, and all kindred work; steam power plants, steam and hot water heating and ventilating, and refrigeration apparatus and all

kindred work; structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with this Act."

- 8.19.2 The bidder **shall be required to set forth in the bid proposal** on the specified form the name and/or names of all subcontractors to whom the bidder will subcontract the furnishing of electrical work, including any power plants, tele-data, fire alarm, or security system; plumbing and gas fitting, and all kindred work; steam power plants, steam and hot water heating and ventilating, and refrigeration apparatus and all kindred 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.).
- 8.19.3 The bidder shall be required to 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 contained in the bid proposal. **The Engineer of Record has identified that the following subcontractors have been identified that they are or may be required for this contract:**
- 8.19.3.1 **Electrical work, including any power plants, tele-data, fire alarm, or security system (Required Trade)**
- 8.19.3.2 **Plumbing & Gas Fitting and all kindred work (Required Trade)**
- 8.19.3.3 **Steam & Hot Water Heating & Ventilating, & Refrigeration Apparatus & all kindred work (Required Trade)**
- 8.19.3.4 **Structural Steel & Ornamental Ironwork (Required Trade)**
- 8.19.4 Whenever a contract sets forth more than one (01) subcontractor for any of the specialty trade categories specified hereinabove in this section, the bidder shall be required to submit to the City with the bid proposal package a certificate signed by the bidder listing each subcontractor named in the proposal for the specified 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 required to be submitted with the bid proposal package simultaneously with the signed list of specified 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 proposal package as required by N.J.S.A. 40A:11-16, the bidder may be disqualified in accordance with the Law.**
- 8.19.5 **If this contract is to be awarded as a single prime general construction contract, bidders who propose to utilize themselves for said trades shall be required to name themselves on each corresponding line and to indicate any associated licensure, when & where applicable to the trade. All bidders are cautioned not to make their own determinations as to which trades are required for the contract. That responsibility shall fall on the Engineer of Record and what they have so noted as a required trade in Sections 8.18.3.1 - 8.18.3.4.**

## 8.20 Records Retention

- 8.20.1 Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall be required to maintain all documentation related to products, transactions or services under this contract for a time period of not less than **five (05) years from the date of final payment by the City.** Such records shall be made available to the New Jersey Office of the State Comptroller upon demand.

8.21 **Prompt Payment**

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

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

8.21.1.2 The Contractor shall 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, payment application and a detailed statement of the completed work.

8.21.1.3 Once the completed package is received by the City of Ocean City's Finance Department - Account Payable Division the invoice shall be reviewed for completeness and then placed on the City's Bill Pay List for payment approval by the governing body.

8.21.1.4 All payment applications & paper work shall be received by Accounts Payable Division at a minimum of **seven (07) business days** prior to the City Council Meeting Date that the bill list is scheduled to be presented on for approval.

8.21.1.5 The bill list is presented to City Council for approval and is accepted and passed by the City Council of the City of Ocean City, NJ. The Finance Department - Accounts Payable Division will in turn processes the checks for payment and will mail them by the Monday following the City Council Meeting that approved the bill list.

8.21.1.6 **Listed below is a Calendar showing City Council Meeting Dates for the Calendar Year 2024.**

January	11	January	25
February	08	February	22
March	14	March	28
April	11	April	25
May	09	May	23
June	13	June	27
July	01	July	25
August	08	August	22
September	12	September	26
October	10	October	24
November	07	November	21
December	05	December	19

8.21.2 If the Contractor has performed in accordance with the contract and the work has been approved and certified by the City or the City's authorized approving agent (the City) the 20<sup>th</sup> 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 twentieth (20<sup>th</sup>) calendar day of the billing date, at which time the bill shall be approved for payment or notice provided to the Contractor as to why the bill or any portion of it will not be approved for payment.

8.21.3 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 City Council meeting.

8.21.4 The Law requires prompt and timely notice to the Contractor of any denial of payment, its submittal deficiency and what may be required to resolve the issue.

- 8.21.5 Pursuant to N.J.S.A. 2A:30A-2(f), all contracts for the improvement of structures entered into after the effective date of P.L. 2006, c.96 between cities, prime contractors, subcontractors or sub-subcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to this section may be submitted to a process of alternative dispute resolution (ADR). ADR permitted by this section shall not apply to disputes concerning the bid solicitation or the award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of the State of New Jersey and the prevailing party shall be awarded reasonable costs and attorney fees. The City's refers to a continuum of processes and approaches that are designed to resolve disputes in a manner which avoids the cost, delay, and unpredictability of more traditional adversarial and adjudicatory processes, such as, litigation, hearings, and appeals. Techniques may including mediation, facilitation, fact finding, early neutral evaluation, the use of an Ombudsman, settlement conferences, mini-trials, and peer review.
- 8.21.6 Notwithstanding industry rules or any provision of Law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or the person appointed to resolve the dispute determines that such joinder is inappropriate.

## 8.22 **Traffic Control Requirement**

- 8.22.1 Pursuant to N.J.S.A 40A:11-23.1 (c) if uniformed law enforcement officers are required for the project, **the bid proposal form shall include a line item for said allowance**, which shall be a good faith effort on the part of the City, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the City, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative costs. The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a project shall be required to determine where traffic safety control is needed for a project, and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the City.
- 8.22.2 The City shall not be held responsible for any additional traffic control costs beyond the number of working days specified in the construction contract and in accordance with Section 17 of P.L.1971, c.198 (C.40A:11-17), when such a delay is caused by the Contractor and liquidated damages have been assessed by the City.

## 8.23 **Tax Exempt Clause**

- 8.23.1 The City of Ocean City is exempt from Manufacturers Federal Excise Tax and states sales tax. The City shall not pay for New Jersey State Sales and Use Tax that are included in any invoices. **Tax exemption certificates shall be issued on the reverse side of all City issued Purchase Orders (PO).**

## 8.24 **Assignment of the Contract**

- 8.24.1 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 and the final approval of the governing body.

## 8.25 **Abandonment and/or Delay of the Contract**

- 8.25.1 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.

8.25.2 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.

#### **8.26 Termination Clause**

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

8.26.2 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.

8.26.3 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.

#### **8.27 Contractor's Cooperation with the City**

8.27.1 The Contractor shall keep in touch with the City Purchasing Manager, the Engineer of Record or any other designated 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.

#### **8.28 Method of Contract Award & Selected Options**

8.28.1 8.28.1 The length of the contract shall be stated in the technical section of the specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid proposal shall be subject to the availability and appropriation of sufficient funds annually. Please see Termination of Contract for additional information.

8.28.2 8.28.2 The City reserves the right to reject any and/or all bid proposals or parts of the bid proposals and to waive any immaterial items in accordance with N.J.S.A. 40A:11-13.2.

8.28.3 8.28.3 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 and in accordance with the applicable Law.

8.28.4 8.28.4 If the award of the contract is to be made on the basis of a base bid only, it shall be made to that lowest responsive, responsible bidder submitting the lowest base bid proposal.

- 8.28.5 8.28.5 If the award of the contract is to be made on the basis of a combination of a base bid with selected options/alternate items. The options/alternate items shall be awarded from the first alternate item down (Top to the Bottom) based on availability of funding and in accordance with N.J.S.A. 40A:11-23.1 (d).
- 8.28.6 8.28.6 The City may elect to award the contract on unit price bid proposals, when and where applicable.
- 8.28.7 8.28.7 The form of contract shall be submitted by the City to the successful bidder. The terms of the specifications/bid package shall prevail. Bidder exceptions shall be formally accepted by the City; material exceptions shall not be approved.
- 8.28.8 8.28.8 The successful bidder/respondent shall be required to complete a W-9 Form and submit the same to the City prior to the award of the contract. The form is available at the following link [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf) and is traditionally supplied with the contract specifications.

**8.29 Causes for Rejecting Bid Proposals**

- 8.29.1 Bid proposals may be rejected for any of the following reasons pursuant to N.J.S.A. 40A:11-13.2:
  - 8.29.1.1 If more than one (01) bid proposal is received from an individual, firm or partnership, corporation or association under the same name;
  - 8.29.1.2 Multiple bid proposals from an agent representing competing bidders;
  - 8.29.1.3 Bid proposal is inappropriately unbalanced;
  - 8.29.1.4 The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
  - 8.29.1.5 If the successful bidder fails to enter into a contract within twenty-one (21) days, Saturdays, Sundays & holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid proposal of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

**8.30 City Licenses & Permits**

- 8.30.1 The Contractor and/or the subcontractor shall be responsible to secure a City Contractor's License or to present a valid New Jersey State License to the City's Licensing Officer, located in the Henry S. Knight Building, 115 East 12<sup>th</sup> Street, 1<sup>st</sup> Floor, Ocean City, NJ 08226, Telephone #: (609) 525-9413 & Business Fax #: (609) 525-9418. **If applicable to the contract, failure to obtain said licenses shall be just cause for delay in payment and could subject the vendor to possible fines or work stoppage by the City.**
- 8.30.2 The Contractor shall comply with all Federal, State, County and local laws, regulations, resolutions and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the City's Code Compliance Office, located in the Henry S. Knight Building, 115 East 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Ocean City, NJ 08226. The Contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the City in writing and obtaining a notice to proceed.

**8.31 Use of Unit Concrete Products Utilizing Carbon Footprint-Reducing Technology**

- 8.31.1 The Contractor whenever feasible shall use unit concrete products that utilize carbon footprint-reducing technology, which may include permeable pavers for any construction or improvement project that requires the use of unit concrete products, including replacement of impervious surfaces with permeable pavers.

- 8.31.1.1 "Permeable Pavement" means a concrete product that allows rainwater to penetrate the pavement and percolate into the supporting soils and includes, but is not limited to, previous concrete, permeable interlocking concrete pavers, and concrete grid pavers.
- 8.31.1.2 "Unit Concrete Product" means a concrete building product that is fabricated under controlled conditions separate and remote from the intended point of use and is produced in a wet cast or dry cast method in a factory setting and then transported to the location of intended use of installation, including, but not limited to, all concrete pavers, whether permeable or non-permeable, and concrete block. "Unit Concrete Product" shall not include ready mix concrete, sand, stone, gravel, or bituminous concrete or asphalt.
- 8.31.1.3 "Unit Concrete Product That Utilizes Carbon Footprint-Reducing Technology" means a unit concrete product that is certified by the Department of Environmental Protection, or any independent third party authorized by the department, pursuant to section 10 of P.L. 2021, c.278 9C.52:27D-141.17), as generating at least 50 percent less carbon dioxide emissions in the production and utilization of the unit concrete product than conventional unit concrete products made with ordinary Portland Cement. Such products shall also conform with the relevant requirements of the "State Uniform Construction Code Act," P.L. 1975, c.217 (C.52:27D-119 et seq.) that incorporate by reference TMS 402/602 Building Code Requirements and Specifications for Masonry Structures.

## 9.0 Payment & Change Orders

- 9.1 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 Contractor shall be required to return the City's voucher that has been properly executed and signed. Attached also shall be the Contractor's invoice and certified payrolls (when & where required) that shall both bear the City's purchase order (PO) number.** Payment for partial payments shall not be made unless specified in the bid proposal and/or without the prior consent of the Director of Financial Management. Failure to follow these instructions shall result in the delay in the timely processing of invoices for payment.
- 9.2 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 into the work and that have been inspected and installed or constructed to the satisfaction of the City.
- 9.3 The City may withhold payment, due to subsequently discovered evidence, nullifying in whole or in 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:
  - 9.3.1 Any defective work not that has not been corrected as prescribed;
  - 9.3.2 Claims filed or responsible evidence indicating probability of filing claims. Known failure of the Contractor to make payments properly to the subcontractors or for materials or labor and reasonable doubt that the contract can be completed for the balance then unpaid;
  - 9.3.3 The City may withhold payment, due to subsequently discovered evidence, nullifying in whole or in 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: For damages to another Contractor, agency, governing body, corporation, or person Contingency for liquidated damages 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;
  - 9.3.4 The Contractor shall be paid in monthly installments, approximate estimates for the work satisfactorily completed and approved by the City, less two (2%) percent shall be retained for pending completion of the contract and the prescribed work per N.J.S.A. 40A:11-16.3;

- 9.3.5 The Contractor shall be required to fully substantiate and clearly document their cost for contractual and change order (CO) 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 the cost shall be complete and provide factual information in a format that can be rationally analyzed and readily verified by the City's Project Representatives;
- 9.3.6 The Contractor's cost documentation for contractual and change order related work shall be provided with the following attached information:
  - 9.3.6.1 The Subcontractor's takeoffs & cost proposals.
  - 9.3.6.2 Executed copies of the subcontracts.
  - 9.3.6.3 The supplier's price quotations.
  - 9.3.6.4 Copies of all paid bills/invoices.
  - 9.3.6.5 The Contractor's own takeoffs, cost proposals, estimates & worksheets.
  - 9.3.6.6 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.
- 9.3.7 The Contractor shall be required to promptly respond to the City's requests for information, which they require to substantiate all 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;
- 9.3.8 Costs elements that were omitted from, or were accounted for in the Contractor's bid proposal 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;
- 9.3.9 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.

**10.0 Standardized Changed Conditions Clauses (N.J.S.A. 40A:11-16.7 & 16.8)**

- 10.1 If the Contractor encounters differing site conditions during the progress of the work on the contract, the Contractor shall be required to promptly notify the City in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- 10.2 The City upon receipt of a differing site conditions notice in accordance with paragraph (1) or upon the City otherwise learning of differing site conditions, the City shall promptly undertake an investigation to determine whether differing site conditions are present.
- 10.3 If the City determines different site conditions that may result in additional costs or that anticipated delays may exist, the City shall provide prompt written notice to the Contractor containing directions as to how to proceed concerning this unforeseen matter.
- 10.4 The City shall make a fair and equitable adjustment to the contract price and the established contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.
- 10.5 If both parties agree that the City's investigation and directions decrease the Contractor's costs or time of performance, the City shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.



- 10.6 If the City determines that there are no differing site conditions present that would result in additional costs or anticipated delays, the City shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the City for additional compensation or time attributable to the alleged differing site conditions.
- 10.7 Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- 10.8 As utilized in these General Instructions & Conditions, "differing site conditions" shall mean that the physical conditions at the contract work site that are subsurface or otherwise concealed and which may differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- 10.9 A contract subject to this section shall include the following suspension of work provisions:
- 10.9.1 The City shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.
- 10.9.2 If the performance of all or any portion of the work of the contract is suspended by the City for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the City's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the City, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the City. Whenever a work suspension exceeds sixty (60) days, upon seven (07) days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- 10.9.3 Upon receipt of the Contractor's suspension of work notice the City shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
- 10.9.4 If the City determines that the Contractor is entitled to additional compensation or time, the City shall make a fair and equitable upward adjustment to the contract price and contract completion date.
- 10.9.5 If the City determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the City for additional compensation or time attributable to the suspension.
- 10.9.6 Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the City can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the City's ability to adequately investigate and defend against the claim.
- 10.9.7 A contract subject to this section shall include the following change in character of work provisions: If the Contractor believes that a change directive by the City results in a material change to the contract work, the Contractor shall so notify the City in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.
- 10.9.8 Upon receipt of the Contractor's change in character notice the City shall promptly evaluate the Contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

- 10.9.9 If the City determines that a change to the Contractor's work caused or directed by the City materially changes the character of any aspect of the contract work, the City shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the Contractor and the City prior to the Contractor performing the subject work.
- 10.9.10 If the City determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the City for additional compensation or time attributable to the alleged material change.
- 10.9.11 As used in these General Instruction & Conditions, "material change" shall mean a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.
- 10.9.12 A contract subject to this section shall include the following change in quantity provisions:
- The City may increase or decrease the quantity of work to be performed by the Contractor.
- 10.9.12.1 If the quantity of a pay item is cumulatively increased or decreased by twenty (20%) percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
- 10.9.12.2 If the quantity of a pay item is increased or decreased by more than twenty (20%) percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- 10.9.13 For any minor change in quantity, the City shall make payment for the quantity of the pay item performed at the contract price for the pay item.
- 10.9.14 For a major increase in quantity, the City and/or the Contractor may request to renegotiate the price for the quantity in excess of one-hundred & twenty (120%) percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the City shall pay the actual costs plus an additional ten (10%) percent for overhead and an additional ten (10%) percent for profit, unless otherwise specified in the original bid proposal.
- 10.9.15 For a major decrease in quantity, the City and/or the Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the City shall pay the actual costs plus an additional ten (10%) percent for overhead and an additional ten (10%) percent for profit, unless otherwise specified in the original bid; provided, however, that the City shall not make a payment in an amount that exceeds eighty (80%) percent of the value of the bid price multiplied by the bid proposal quantity.
- 10.9.16 As utilized in these general instruction & conditions, the term "bid proposal quantity" shall mean the quantity indicated in the bid proposal, less the quantities designated in the project plans as "if and where directed."

## 11.0 Value Engineering

- 11.1 Pursuant to N.J.S.A. 40A-11:16.6, all construction contracts issued by a contracting unit when the total price of the originally awarded contract equals or exceeds \$5,000,000.00 dollars shall allow for value engineering construction change orders to be approved after the award of the contract.
- 11.2 For the purpose of this Act:
- 11.2.1 "Construction" shall mean the construction, reconstruction, demolition, erection, alteration, or repair of a structure or other improvement to real property, other than the construction, reconstruction, demolition, or renovation of a public building.

- 11.2.2 "Value engineering construction change order" shall mean a change order that results in cost reductions to a project or any portion of the work from the original bid specifications after a construction contract is awarded.
- 11.3 "Value engineering construction proposal" shall mean a cost reduction proposal based on analysis by a Contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.
- 11.4 Value engineering construction change orders shall be subject to the following provisions:
- 11.4.1 Value engineering construction change orders shall not be utilized to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- 11.4.2 The Contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the City may require in order to review the value engineering construction proposal. The Contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the City.
- 11.4.3 The Contractor shall be liable for all reasonable costs incurred by the City for the technical evaluation and engineering review of a value engineering construction proposal presented by the Contractor.
- 11.4.4 The City's Engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the City and the Contractor the amount of any projected cost savings.
- 11.4.5 The proposal shall not be approved unless the Engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- 11.4.6 The City shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- 11.4.7 The Contractor and the City shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the City's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the Contractor.
- 11.4.8 The Contractor shall have no claim against the City as a result of the City's disapproval of a value engineering construction proposal.
- 11.4.9 A City shall include in its bid specifications and contract documents procedures to regulate the value engineering construction change order process. Such procedures shall be based on procedures established by the New Jersey Department of Transportation, or any other appropriate State agency, and/or rules duly adopted by the Director of the Division of Local Government Services (NJDLGS).
- 11.4.10 This section shall not invalidate or impair rules regarding change orders adopted by the Director of the Division of Local Government Services prior to the effective date of this Act. Notwithstanding any provision of P.L. 1968, c.410 (C.52:14B-1 et seq.) to the contrary, the Director may adopt, immediately upon filing with the Office of Administrative Law, such rules and regulations as the Director deems necessary to implement the provisions of P.L. 2005, c.67 (C.40A:11-16.6) which shall be effective for a period not to exceed twelve (12) months. The regulations shall thereafter be amended, adopted or readopted in accordance with the provisions of P.L. 1968, c.410 (C.52:14B-1 et seq.). L.2005, c. 67, s. 1.

12.0 **Length of the Contract & Liquidated Damages**

12.1 The contract time for completion of the specified work shall be three hundred fifteen (315) calendar days. Failure to complete the contract in the aforementioned timeframe shall constitute the application of liquidated damages in accordance with the following schedule pursuant to N.J.S.A. 40A:11-17:

<u>Schedule of Liquidated Damages</u>	<u>Cost Per Day</u>
One (01) to Fifteen (15) Days.....	\$ 500.00
Sixteen (16) to Thirty (30) Days.....	\$ 1,000.00
Greater Than Thirty (30) Days.....	\$ 2,000.00

12.2 The per diem charge may be invoked at the discretion of the City, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the Contractor.

13.0 **Date of Final Acceptance of the Contract**

13.1 The date of acceptance shall be the date that the project is approved 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 all warranties.

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

**[Bid Document Checklist For Construction Contracts](#)**

**The five (5) submission requirements listed below are mandatory items per N.J.S.A. 40A:11-23.2 to be submitted with the proposal package. Failure to submit any of the items listed shall be considered a fatal flaw and a material defect that cannot be cured and shall be cause for the immediate rejection of the bid proposal.**

<b>Submission Requirements</b>	<b>Initial Next to Each Submitted Form</b>
Bid Guarantee (w/ Power of Attorney for Full Amount of Bid Bond)	
Consent of Surety for Performance Bond (w/ Power of Attorney for full amount of the Bid Price)	
Statement of Ownership Disclosure Certification (Signed)	
Acknowledgement of Receipt of Addenda or Revision (Signed)	
Subcontractors Listing (Signed w/ required subcontractors names & info listed)	

**The following submission requirements are to be submitted with the proposal package; however, failure to complete and/or submit may not be immediate cause for rejection and may be curable up to the award of a contract.**

<b>Submission Requirements</b>	<b>Initial Next to Each Submitted Form</b>
Bid Proposal Form (Signed and fully completed)	
Bid Document Checklist (Signed and Initialed)	
Non-Collusion Certification (Signed)	
Disclosure of Investment Activities in Iran (Signed)	
Right to Extend Time of Award (Signed)	
Mandatory Equal Employment Opportunity Language (Signed)	
Affirmative Action Compliance Notice to Bidders (Signed)	
Equipment Certification Listing and/or Attached Listing	
Proof of New Jersey Public Works Contractor Registration Certificate	
Proof of New Jersey Public Works Contractor Registration Certificate for Subcontractors	
Proof of New Jersey Business Registration Certificate (BRC)	
Proof of New Jersey Business Registration Certificate for Subcontractors (BRC)	
Governmental References and/or Attached Listing	
Statement of Authority (Signed)	
Non-Debarment for Federal Government Contracts Certification (Signed)	
W-9 Form	

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Dated:</b>	

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

**Statement of Ownership Disclosure**

**This statement is a mandatory requirement of bid submission pursuant to  
 N.J.S.A. 52:25-24.2. Failure to complete & submit shall result in disqualification of the bid proposal.**

**Page 1 of 2**

**Part A: Check the Yes or No boxes for questions #1 & #2 as appropriate**

<b>Name of Bidder/Proposer Organization:</b>		<b>Yes</b>	<b>No</b>
1. Are there any individuals, corporations or partnerships, or other business entities that own a ten (10%) percent or greater interest in the bidder/proposer?			
2. Is the bidder/proposer incorporated as a not-for-profit organization?			
<b>If the answer to question #1 is No or the answer to question #2 is Yes, please execute the certification in Part D.</b>			

**Part B:** Disclose the identifying information related to all individuals, partnerships and/or corporations owning a ten (10%) percent or greater interest in the bidder/proposer. Use the reverse side if more space is needed. If the owner of ten (10%) percent or more is:

- An individual, insert only the person's name under Name of Individual and their home address.
- Any other entity, insert the entity's name and business address. For any parent entity that is publicly traded, "interest" includes beneficial interest; see also Part C.

If any ten (10%) percent or more owner, including if the bidder has a direct or indirect parent entity at any level of ownership who owns more than ten (10%) percent, that owner must also be listed.

Questions concerning ownership disclosure should be considered by the bidder's legal advisors and review of the statute and its related case law. Use Page 2 if additional space is required. When complete, execute the Certification in Part D.

<b>Name of Individual or Business Entity</b>	<b>Home (for individuals) or Business Address</b>

**Part C: Publicly Traded Parent Company Disclosure.** Ownership disclosure (name & address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A. 52:25-24.2. Continue on Page 2, if more space is required.

<b>Title of Attached Document or Weblink</b>	<b>Page #</b>

**Statement of Ownership Disclosure (Continued)**

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

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Dated:</b>	

**Part B (Continued):** If necessary, continue entering the identifying information related to the individuals, partnerships and/or any form of corporation owning a ten (10%) percent or greater interest in the bidder/proposer. If the owner of ten (10%) percent or more is:

- An individual, insert only the person's name under Name of Individual and their home address.
- Any other entity, insert the entity's name and business address. For any parent entity that is publicly traded, "interest" includes beneficial interest; see also Part C.

If any ten (10%) percent or more owner, including if the bidder has a direct or indirect parent entity at any level of ownership who owns more than ten (10%) percent that owner must also be listed. When done, please execute the Certification in Part D on Page 1.

<b>Name of Individual</b>	<b>Home or Business Name</b>	<b>Address</b>

**Part C (Continued): Publicly Traded Parent Company Disclosure.** If necessary, continue entering here if compliance is being met by document submission or provide the website link to the documents, and including the relevant page numbers. When done, please execute the Certification in Part D on Page 1.

<b>Title of Attached Document or Weblink</b>	<b>Page #</b>

Please Execute this Form & Submit with the Bid Proposal Package

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

**Acknowledgement of Receipt of Addenda**

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

<b>Addendum Number</b>	<b>Dated</b>	<b>Acknowledgment of Receipt (Initial)</b>
_____	____ / ____ / <b>2024</b>	_____
_____	____ / ____ / <b>2024</b>	_____
_____	____ / ____ / <b>2024</b>	_____
_____	____ / ____ / <b>2024</b>	_____
_____	____ / ____ / <b>2024</b>	_____
_____	____ / ____ / <b>2024</b>	_____

\_\_\_\_\_ **Please place a check mark here, when no addenda were received:**

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

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

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

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

**Dated:** \_\_\_\_ / \_\_\_\_ / **2024**

**Note:** It is mandatory that this form be completed and duly signed, even when addenda have not been issued by the City.



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

**Subcontractors Listing**

If you are **not** utilizing a subcontractor for this contract, please indicate "**None**" on **each corresponding line listed below**, to avoid automatic rejection of the bid proposal as per N.J.S.A. 40A:11-23.2 (D). If a subcontractor is listed below, the Contractor submitting the bid proposal shall be required to submit, prior to the award of the contract, a New Jersey Business Registration Certificate (BRC), a New Jersey Public Works Contractors Registration Act Certificate, and the appropriate licensure for each subcontractor listed as per N.J.S.A. 40A:11-23.2 (F). If more than one (01) subcontractor is required for each category, please use additional sheets to supply the required information as prescribed in N.J.S.A. 40A:11-16. Bidders who propose to use more than one (01) subcontractor for any of the specialized categories (i.e. electrical, HVAC, plumbing & structural steel/ornamental iron) shall be required to submit: (1) the Name & Address of the Subcontractor; (2) the Scope of Work of that Subcontractor; (3) Applicable License(s) Number. **If this contract is to be awarded as a single prime general construction contract, bidders who propose to use themselves for said specified trades shall be required to name themselves on each corresponding line and to indicate any associated licensure that may be applicable, as listed below.**

I, or we of \_\_\_\_\_  
(Name of the Company/Firm/Individual)

are in compliance with Section 16 of P.L. 1971 c 198 (C14A:11-16), as amended by P.L. 1997, c408 adopted January 19, 1998, hereby certify that I/we will employ or utilize the following subcontractors for this project:

**Category of Specified Work:**

**Electrical Work, Including Any Power Plants, Tele-Data, Fire Alarm, or Security System**

\_\_\_\_\_  
(Name & Business Address of the Electrician Subcontractor)

\_\_\_\_\_  
(License No.)

**Plumbing & Gas Fitting & All Kindred Work**

\_\_\_\_\_  
(Name & Business Address of the Plumber or Gas Fitting Subcontractor)

\_\_\_\_\_  
(License No.)

**Steam Power Plants, Steam & Hot Water Heating & Ventilating & Refrigeration Apparatus & All Kindred Work**

\_\_\_\_\_  
(Name & Business Address of the Steam Power Plants, Steam & Hot Water Heating & Ventilating Subcontractor)

**Structural Steel & Ornamental Iron Work**

\_\_\_\_\_  
(Name & Business Address of the Structural Steel & Ornamental Iron Subcontractor)

\_\_\_\_\_/\_\_\_\_\_/2024  
(Signature) (Dated)



# SUBCONTRACTOR UTILIZATION FORM

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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.  
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,  
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_  
 IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_  
 IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ FEIN: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE SUBCONTRACTED: \_\_\_\_\_  
 IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 IF YES, SMALL BUSINESS CATEGORY: \_\_\_\_\_  
 IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

**Non-Collusion Certificate**

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

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

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of the Individual Completing the Certification) (Name of the Municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ being of full age and  
(Name of County) (Name of State)

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 Company/Firm/Individual)

the bidder making this Proposal for the bid entitled \_\_\_\_\_, and that I executed the  
(Title of Bid the Proposal)

said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated

in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named

project; and that all statements contained in said proposal and in this certification are true and correct, and made with full

knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in  
(Name of Contracting Unit)

said Proposal and in the statements contained in this Certification in awarding the contract for the said project. I further warrant

that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established

commercial or selling agencies maintained by \_\_\_\_\_.  
(Name of the Company/Firm/Individual)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

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

### CHECK THE APPROPRIATE BOX

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

**OR**

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

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____
	_____
Duration of Engagement	_____
Anticipated Cessation Date	_____

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Please Execute this Form & Submit with the Bid Proposal Package

**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 contracts within sixty (60) days of the bid proposal opening date.

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

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

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

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

**Dated:** \_\_\_\_\_ / \_\_\_\_\_ / **2024**

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

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) and N.J.A.C. 17:27-1.1 et seq.**  
**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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union 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 Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

1. 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 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 that the union

is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

2. 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:
  - a. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, 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;
  - b. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - c. 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;
  - d. 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;
  - e. 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 nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - f. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - i. The contractor or subcontractor shall interview the referred minority or women worker.
    - ii. 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 Dept. of LWD, Construction EEO Monitoring Program. 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.
    - iii. 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 (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - iv. 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 Dept. of LWD, Construction EEO Monitoring Program.

- g. 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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
3. 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 targeted 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, 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 Dept. of LWD, Construction EEO Monitoring Program, 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.

4. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

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

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

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

**Dated:** \_\_\_\_ / \_\_\_\_ / 2024



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

**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 and contractors may obtain these forms directly from the Division by accessing the following @ [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). All contractors and vendors are responsible for sending copies of the required 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 the required forms may result in the termination of the contract. 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 shall be required to be submitted. The City shall retain the Affirmative Action evidence in the contract 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 shall be submitted to the City Purchasing Division after notification of award, but prior to the signing of a contract.
3. The Contractor shall be required to submit a Form AA-202 (Monthly Project Workforce Report) to the City of Ocean City and to the 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 proposal shall be rejected & deemed as non-responsive, if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27.

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

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

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

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

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

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

**Equipment Certification Listing Form**

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

**Please check here, if documentation is attached.**

<b>Name of the Bidder:</b>	
<b>By:</b>	
(Signature of Authorized Representative)	
<b>Name:</b>	
<b>Title:</b>	
<b>Dated:</b>	

**Required Reference List of Customers**

1. Name of Governmental/Contractual Agency: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

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

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

2. Name of Governmental/Contractual Agency: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

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

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

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

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

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

Fax Number: \_\_\_\_\_

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

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

Please Execute this Form & Submit with the Bid Proposal Package

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

**City Contract #24-20**

**Construction of the Ocean City 8<sup>th</sup> Street Police Substation**

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

The undersigned declares that they have read the Notice, Instructions, Affidavits 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 #24-20, Construction of the Ocean City 8<sup>th</sup> Street Police Substation.**

**Statement of Authority**

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

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

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

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

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

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

**E-mail Address:** \_\_\_\_\_

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

**Dated:** \_\_\_\_ / \_\_\_\_ / **2024**

**Note:** By submission & signing this document, I certify that I am familiar with all the conditions & requirements of the bid specifications and the overall contract documents.

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

**Certification of Non-Debarment for Federal Government Contracts  
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)**

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>Part I: Vendor Information</b>	
<b>Individual or Organization Name:</b>	
<b>Address of Individual or Organization:</b>	
<b>DUNS Code: (if applicable)</b>	
<b>CAGE Code: (if applicable)</b>	
<b>Check the box that represents the type of business organization:</b>	

- |  |   |                                      |
|--|---|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship (Skip Parts III & IV) | <input type="checkbox"/> Non-Profit Corporation (Skip Parts III & IV) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> For-Profit Corporation (Any type)         | <input type="checkbox"/> Limited Liability Company (LLC)              |                                      |
| <input type="checkbox"/> Limited Partnership (LP)                  | <input type="checkbox"/> Limited Liability Partnership (LLP)          |                                      |
| <input type="checkbox"/> Other (be specific): _____                |   |                                      |

<b>Part II – Certification of Non-Debarment: Individual or Organization</b>			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Ocean City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.			
<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Dated:</b>	

<b>Part III – Certification of Non-Debarment: Individual or Entity Owning Greater than Fifty (50%) Percent of Organization (Continued)</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than fifty (50%) percent of its voting stock, or of the partner in the partnership who owns more than fifty (50%) percent interest therein, or of the member of the limited liability company owning more than fifty (50%) percent interest therein, as the case may be.

<b>Name of Individual or Organization</b>			
<b>Home Address (for Individual) or Business Address</b>			
<b>Or</b>			
<input type="checkbox"/>	No one stockholder in the corporation owns more than fifty (50%) percent of its voting stock, or no partner in the partnership owns more than fifty (50%) percent interest therein, or no member in the limited liability company owns more than fifty (50%) percent interest therein, as the case may be.		
<b>Section B (Skip if no Business entity is listed in Section A above)</b>			
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than fifty (50%) percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than fifty (50%) percent interest in the organization's parent entity, or of the member of the limited liability company owning more than fifty (50%) percent interest in organization's parent entity, as the case may be.		
<b>Stockholder/Partner/Member Owning Greater than fifty (50%) Percent of Parent Entity</b>			
<b>Home Address (for Individual) or Business Address</b>			
<b>Or</b>			
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than fifty (50%) percent of its voting stock, no partner in the parent entity partnership owns more than fifty (50%) percent interest therein, or no member in the parent entity limited liability company owns more than fifty (50%) percent interest therein, as the case may be.		
<b>Section C – Part III Certification</b>			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than fifty (50%) percent of the Organization listed above in Part I or, if applicable, owns greater than fifty (50%) percent of a parent entity of _____.</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Ocean City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award shall be required to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.</p>			
<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Dated:</b>	

**Part IV – Certification of Non-Debarment: Contractor – Controlled Entities (Continued)**

**Section A**

Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than fifty (50%) percent of voting stock, or of the partnership(s) in which the Organization listed in Part IA owns more than fifty (50%) percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than fifty (50%) percent interest therein, as the case may be.

**Name of Business Entity**

**Business Address**


**\*\*Add additional sheets if necessary\*\***

**Or**

The Organization listed above in Part I does not own greater than fifty (50%) percent of the voting stock in any corporation and does not own greater than fifty (50%) percent interest in any partnership or any limited liability company.

**Section B (Skip if no business entities are listed in Section A of Part IV)**

Below are the names and addresses of any entities in which an entity listed in Part IIIA owns greater than fifty (50%) percent of the voting stock (corporation) or owns greater than fifty (50%) percent interest (partnership or limited liability company).

**Name of Business Entity Controlled by Entity Listed in Section A of Part IV**

**Business Address**


**\*\*Add additional Sheets if necessary\*\***

**Or**

No entity listed in Part IIIA owns greater than fifty (50%) percent of the voting stock in any corporation or owns greater than fifty (50%) percent interest in any partnership or limited liability company.

**Section C – Part IV Certification**

I hereby certify that the Organization listed above in Part I does not own greater than fifty (50%) percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than fifty (50%) percent of any entity that in turns owns greater than fifty (50%) percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Ocean City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Dated:</b>	

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



By signing the filled-out form, you:

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

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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.