

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

**SPECIFICATIONS  
FOR  
CITY CONTRACT # 13-25**

**FABRICATION & SUPPLY OF WELDED ALUMINUM 2-RAIL TO INCLUDE ALL INCIDENTALS**

**DEPARTMENT OF PUBLIC WORKS APPROVAL**

**PURCHASING DIVISION APPROVAL**

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**Michael Rossbach  
Director of Public Works**

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

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**Joseph Berenato  
General Supervisor Field Operations**

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**Darleen Korup, RPPS  
Purchasing Assistant**

THE CITY OF OCEAN CITY  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
INVITATION FOR BID PROPOSALS

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

**CITY CONTRACT # :** 13-25

**SPECIFICATIONS FOR:** FABRICATION & SUPPLY OF ALUMINUM 2-RAIL TO INCLUDE ALL INCIDENTALS

**BID OPENING DATE, TIME & LOCATION:** **THURSDAY, JANUARY 10, 2013 @ 2:00 PM, EDT**  
CITY CLERK'S OFFICE  
550 ASBURY AVENUE  
OCEAN CITY, NJ 08226

**SUBMIT PROPOSALS BEFORE BID OPENING TIME TO:** CITY PURCHASING MANAGER  
C/O CITY CLERK'S OFFICE  
550 ASBURY AVENUE  
OCEAN CITY, NJ 08226

**NUMBER OF SETS OF PROPOSALS REQUIRED TO BE SUBMITTED:** *REQUIRED, (1 ORIGINAL & 1 EXACT PHOTOCOPY) SEE SECTION 1.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**BID SECURITY:** *REQUIRED, SEE SECTION 20.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**CERTIFICATE OF SURETY:** *REQUIRED, SEE SECTION 21.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**PERFORMANCE BOND:** *REQUIRED, SEE SECTION 22.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**NJ AFFIRMATIVE ACTION PLAN REQUIREMENT:** *REQUIRED, SEE SECTION 29.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**STOCKHOLDER DISCLOSURE STATEMENT:** *REQUIRED, SEE SECTION 32.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**NON-COLLUSION AFFIDAVIT:** *REQUIRED, SEE SECTION 33.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC):** *REQUESTED, SEE SECTION 43.0 OF THE GENERAL CONDITIONS & INSTRUCTIONS FOR CITY CONTRACTS*

**CONTACT PERSON:** JOSEPH S. CLARK, QPA  
CITY PURCHASING MANAGER

**TELEPHONE # :** (609) 525.9356

**FAX # :** (609) 399.3779

**E-MAIL ADDRESS:** [jclark@ocnj.us](mailto:jclark@ocnj.us)

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

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

**GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS – GENERAL SUPPLY CONTRACTS**

**1.0 INSTRUCTION, FORMS & SPECIFICATIONS**

- 1.1 Instructions, forms and specifications may be obtained online @ [www.ocnj.us](http://www.ocnj.us) and/or in person and/or by United States Mail from the Ocean City Purchasing Manager, City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226-3642.
- 1.2 All bids are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Copies of this Proposal Form are available in the Office of the City Purchasing Manager or online @ [www.ocnj.us](http://www.ocnj.us).
- 1.3 All bidders shall be required to submit **two (2) complete sets (1 original & 1 exact photocopy) of the Proposal Forms, Bidders Qualifications, Bid Bonds and Certificates of Surety, the complete bid package in a sealed envelope approximately 10" x 13" or larger addressed to the City Purchasing Manager, c/o The City Clerk's Office, 550 Asbury Avenue, Ocean City, NJ 08226 and clearly marked with the name and address of the bidder and the number and title of the bid proposal.** Bids may be hand-delivered or mailed; however, the City disclaims any responsibility for bids forwarded by U.S. Mail and/or Overnight Mail Carriers that are received after the bid opening deadline.
- 1.4 All bids must be received in the office of the City Clerk, City Hall, Room # 101, 861 Asbury Avenue, Ocean City, NJ, 08226-3624 on or before the time and date specified. Bids received after the time considered will be returned to the bidder unopened.
- 1.5 No bids will be considered in which the Proposal, Specifications or any Provisions have been modified, without the permission of the City Purchasing Manager.
- 1.6 Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid package.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the City Purchasing Manager or his assistant.
- 1.8 To better insure fair competition and to permit a determination of the lowest bidders, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids or bids obviously unbalanced.
- 1.9 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the City Purchasing Manager in writing not less than seven (7) days prior to the opening of the bids. Exceptions, as taken, in no way obligate the City to change the specifications. The City Purchasing Manager will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

## 1.0 INSTRUCTION, FORMS & SPECIFICATIONS (CONTINUED)

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

## 2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's own risk.
- 2.2 **All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required.** If and when applicable, a bidder chooses not to bid on specific items, they shall then be required to place the wording "**NO BID**" on the specified line on the proposal form.
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 **No bidder will be allowed to offer more than one (1) price on each item, even though they may feel that they have two or more styles that will meet the specifications.** Bidders must determine for themselves which item to offer. If any bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the City's discretion.
- 2.5 In the case of error in the extension of prices on the bid proposal form (if requested), **the unit price shall govern.** Unit prices shown shall be net.
- 2.6 **If erasures or other changes appear on the bid forms, each erasure or change shall be initialed in ink by the individual signing the bid.**

## 2.0 PREPARATION OF THE BID PROPOSALS (CONTINUED)

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

## 3.0 MATERIAL AVAILABILITY

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

## 4.0 ESTIMATED QUANTITIES

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

## 5.0 SAMPLES & LITERATURE TO BE PROVIDED

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

## 6.0 MODIFICATION OR WITHDRAWAL OF THE BID PROPOSALS

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

## 7.0 DISCOUNTS OFFERED

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

## 8.0 TRADE NAME PROVISIONS

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

## 9.0 PATENT RIGHTS

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

## 10.0 COMMERCIAL WARRANTY & MANUFACTURER'S RECOMMENDATIONS

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

## 11.0 TAX EXEMPT STATUS

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

## 12.0 AWARD & PURCHASE

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

## 13.0 ASSIGNMENT OF THE CONTRACT

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

#### 14.0 DELIVERY & LIQUIDATED DAMAGES

- 14.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.
- 14.2 **All items shall be delivered F.O.B. destination Ocean City, NJ and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.**
- 14.3 When applicable, the time (days, weeks, etc.) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established delivery dates for any cause other than strikes or an act of God may be due cause for forfeiture of the balance of the contract.
- 14.4 **The City reserves the right to charge the Contractor or vendor one-hundred (\$100.00) dollars per calendar day, or such other amount as may be stated in the special conditions or specifications, for each day the materials, supplies or services are not delivered in accordance with the delivery schedule.** The per diem charge may be invoked at the discretion of the City, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the Contractor or vendor.

#### 15.0 CREDITS & RETURNS

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

#### 16.0 PAYMENT

- 16.1 Payment shall be made by the City only after the item(s) awarded to a Contractor have been received, inspected and found to comply with the award specifications, free of damage or defect and properly invoiced. **In order for the City, to make payment, the vendor must return the City's voucher that has been properly executed and originally signed. Attached also shall be the vendor's invoice and certified payrolls (when required) that shall both bear the City's purchase order number.** Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Director of Financial Management. Failure to follow these instructions will result in the delay in the processing of invoices for payment.
- 16.1.1 The Contractor's attention shall specifically be called to the fact that no payment shall be rendered until such time that materials that have been delivered and or incorporated in the work have been inspected and installed or constructed to the satisfaction of the City.
- 16.1.2 **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 originally signed. Attached also shall be the vendor's original invoice and certified payrolls (when required) that shall both bear the City's purchase order and contract number.**
- 16.1.3 The City may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the City of Ocean City, including for, but not limited to, the following causes:
- 16.1.3.1 Defective work not corrected.
- 16.1.3.2 Claims filed or responsible evidence indicating probability of filing claims.



## 16.0 PAYMENT (CONTINUED)

- 16.1.3.3 Known failure of the Contractor to make payments properly to Subcontractors or for materials or labor.
  - 16.1.3.4 A reasonable doubt that the contract can be completed for the balance then unpaid.
  - 16.1.3.5 For damage to another Contractor, agency, governing body, corporation, or person.
  - 16.1.3.6 Contingency for liquidated damages
- 16.1.4 When the above liens and grounds are removed, payment shall be made for the amounts that were withheld because of them.
- 16.2 The Contractor shall be required to fully substantiate and clearly document their cost for contractual and change order related work. The Contractor's costs shall be reasonable, and shall be directly related to pertinent requirements of the plans and specifications. The Contractor's documentation of cost shall be complete and provide factual information in a format that can be rationally analyzed and readily verified by the City's Project Representative.
- 16.3 The Contractor's cost documentation for contractual and change order related work shall be provided with the following attached information:
- 16.3.1 The supplier's price quotations.
  - 16.3.2 Photocopies of all paid bills/invoices.
  - 16.3.3 The Contractor's own takeoffs, cost proposals, estimates and work sheets.
  - 16.3.4 The approved pay items for the contract shall be used for differentiating costs for the contractual work and the change order related work however, it shall not be the sole method for substantiating costs for the contractual and change order related work.
- 16.4 The Contractor shall be required to promptly respond to the City's requests for information, which they need to substantiate change orders, and related construction change directive costs. The Contractor's failure or refusal to provide the required information shall entitle the City to withhold all pending and future payments that otherwise may be due to the Contractor until the requested information is furnished and received.
- 16.5 Costs elements that were omitted from, or were accounted for in the Contractor's bid shall not be recoverable by a change order or a construction change directive. A reasonable value, contemporaneous with the bid opening date, for such omitted or incorrect cost elements shall be established to fairly and properly reconcile change orders and construction change costs.
- 16.6 The Contractor's subcontracts shall limit markups (and markdowns) to ten (10%) percent for combined overhead and profit on the Subcontractor's substantiated net direct costs of labor and materials for changes in the work that affect the contract sum.
- 16.7 Date of Acceptance
- 16.7.1 The date of acceptance shall be the date that the project is accepted by the City's governing body. Prior to such time the City's Project Representative shall certify that the work has been completed in accordance with the specifications and accepted in full.

## **17.0 ABANDONMENT OR DELAY OF THE CONTRACT**

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

## **18.0 TERMINATION CLAUSE**

- 18.1 The failure of any Contractor or supplier of the City to comply with the terms of this bid shall subject any contract or purchase order to revocation.
- 18.2 If the Contractor shall be adjudged a bankruptcy, or if they should make a general assignment for the benefit of their creditors, or if a receiver shall be appointed on account of their insolvency, or if they would persistently or repeatedly refuse or shall fail, except in the case for which an extension of time has been proven, to supply enough skilled labor or proper materials, or if they shall fail to make prompt payment to Subcontractors for materials or labor that has been rendered, or persistently disregard laws, regulations, ordinances, or the instructions of the City representatives, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of Ocean City may, without prejudice to any other right to remedy and after giving the Contractor seven (7) days written notice, terminate the contract and take possession of the premises and of all the materials, tools, and applications thereon and finish the work by whatever methods or means it may deem expedient.
- 18.3 In such cases as stated above, the Contractor shall not be entitled to receive any further payment until the work is completed to the satisfaction of the City representatives. If the unpaid balance of the contract shall exceed the expenses of the cost to finish the work, including the cost for compensation for additional managerial and administrative services, the Contractor shall be required to pay the difference to the City as herein provided, and the damage incurred through the Contractor's default shall be certified by the City.

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

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

## 20.0 BID SECURITY & BOND (REQUIRED FOR THIS BID PROPOSAL)

- 20.1 **Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the owner.** When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.
- 20.2 The bid security of all bidders except the three (3) apparent lowest responsible bidders, the check or bond of the unsuccessful bidder(s) will be returned pursuant to N.J.S.A. 40A:11-24a after the opening of bids. The bid security of the remaining unsuccessful bidders will be returned within three (3) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the Contractor's Performance Bond.
- 20.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in his/her bid security being forfeited to the City as liquidated damages.
- 20.4 Where the specifications or instructions provide for no surety/performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.
- 20.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

## 21.0 CERTIFICATE OF SURETY (REQUIRED FOR THIS BID PROPOSAL)

- 21.1 **Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey stating that it will provide said bidder with a Performance Bond in the full amount of the bid.** This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.
- 21.2 All bonds shall be approved as to form and sufficiency by the City Solicitor's Office. If said option to extend the contract is exercised by the City, the Contractor shall be required to renew their Performance Bond at the time of the extension of the term by the City. If the Contractor fails to renew the bond within seven (7) working days after notification by the City, then the extension shall become null and void.
- 21.2 **The Certificate of Surety documents shall include the following information, in order to be considered complete by the City.**
- 21.2.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the City, that a Performance Bond shall be issued and supplied to the City in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the City. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.

## 21.0 CERTIFICATE OF SURETY (REQUIRED FOR THIS BID PROPOSAL) (CONTINUED)

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

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

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

## 22.0 PERFORMANCE BOND (REQUIRED FOR THIS BID PROPOSAL)

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

## 23.0 RESERVATIONS

23.1 The City reserves the right to reject any and/or all bids or parts of bids and to waive any informalities or technicalities in the bids as the interest of the City may require and may be permitted by Law.

23.2 **The City reserves the right to award contracts or place orders on a lump sum or individual item basis or such combination as shall, in its judgment, be in the best interest of the City of Ocean City.**

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

## 24.0 DEVIATIONS FROM THE SPECIFICATIONS

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

## 25.0 INSPECTION BY THE CITY

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

## 26.0 DOMESTIC PRODUCTS TO BE UTILIZED

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

## 27.0 LAWS & REGULATIONS

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

## 28.0 MERCANTILE LICENSES & PERMITS

- 28.1 The Vendor and/or the subcontractor shall be responsible to secure a City Mercantile License or present a valid New Jersey State License to the City's Mercantile Inspector, located in the Henry S. Knight Building, 115 East 12<sup>th</sup> Street, 1<sup>st</sup> Floor, Ocean City, NJ 08226. Failure to secure said licenses will be cause for delay in payment by the City and could subject the vendor to possible fines by the City.
- 28.2 The Contractor shall comply with all Federal, State, County and local laws, regulations, resolutions and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the City's Code Enforcement Office, located 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.

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

- 29.1 No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this bid specification.
- 29.2 Goods And Services (including professional services) Contracts
- 29.3 Each Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- 29.3.1 A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- 29.3.2 A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- 29.3.3 A photocopy of an Employee Information Report (Form AA-302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.
- 29.4 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. **Prospective bidders shall be required to answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the Law.**

### 30.0 AMERICANS WITH DISABILITIES ACT OF 1990

30.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the owner harmless.

30.2 The vendor and the City of Ocean City (hereafter, City) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act.

In the event that the vendor, its agents, servants, employees or subContractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The vendor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The vendor shall, at its own expense, appear, defend and pay any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the vendor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the City or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the vendor shall satisfy and discharge the same at its own expense.

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

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

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

### 31.0 NEW JERSEY PREVAILING WAGE RATES REQUIREMENTS (NOT REQUIRED FOR THIS CONTRACT)

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

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

### 32.0 STOCKHOLDER DISCLOSURE STATEMENT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

32.1 Whereas, N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid proposal.

32.2 Chapter 33 of the Public Laws of 1977 provided that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, **unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.** Failure to furnish this information with your bid proposal shall be cause to reject the bid proposal.

### 33.0 NON-COLLUSION AFFIDAVIT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

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

## 34.0 RIGHT-TO-KNOW ACT REQUIREMENTS

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

## 35.0 INDEMNITY REQUIREMENTS

- 35.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the City of Ocean City harmless from and against all liability and expenses, including attorney's fees, however arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.
- 35.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's own risk until such time that written acceptance by the City has been granted and the bidder shall replace at their own expense, all property or work damaged or destroyed by any cause whatsoever.

## 36.0 INSURANCE REQUIREMENTS

- 36.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder shall be required to purchase and maintain in full force during the life of the contract, covering all employees engaged in the performance of the contract; Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits not less than those set forth below and pursuant to N.J.S.A. 34:15-12(a) & N.J.A.C. 12:235-1.6.
- 36.1.1 Comprehensive General Liability Insurance  
36.1.1.1 General liability limits of \$500,000.00 each occurrence and \$500,000.00 aggregate products and completed operations.
- 36.1.2 Comprehensive Automobile Liability Insurance  
36.1.2.1 Comprehensive automobile liability limits of \$500,000.00 each occurrence
- 36.1.3 Worker's Compensation Insurance  
36.1.3.1 Statutory coverage, including employer's liability coverage.
- 36.2 The successful bidder shall provide the City with certificates of insurance evidencing the overages required above. Such certificates shall provide that the City and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. **These certificates shall be provided and on file with the City Purchasing Division prior to the commencement of work in connection with this contract.**



## **36.0 INSURANCE REQUIREMENTS (CONTINUED)**

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

36.3 THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE BIDDER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE BIDDER IN THE CONTRACT AWARDED OR FOR WHICH THE BIDDER MAY BE LIABLE BY LAW OR OTHERWISE. FAILURE TO PROVIDE AND CONTINUE IN FORCE SUCH INSURANCE AS REQUIRED ABOVE SHALL BE DEEMED A MATERIAL BREACH OF THE CONTRACT AND SHALL OPERATE AS AN IMMEDIATE TERMINATION THEREOF.

36.4 Indemnification-Hold Harmless Agreement

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

36.4.2 The vendor shall on all certificates specifically mention to a hold harmless contract.

36.4.3 The vendor shall be required to sign a hold harmless agreement upon execution of the contract and award.

## **37.0 OCCUPATIONAL SAFETY & HEALTH ACT**

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

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

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

## **39.0 CONFLICT OF INTEREST POLICY**

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

## **40.0 NAMES OF SUBCONTRACTORS**

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

## **41.0 PUBLIC WORKS CONTRACTORS REGISTRATION ACT (NOT REQUIRED FOR THIS BID PROPOSAL)**

## **42.0 BIDDERS' EXPERIENCE & QUALIFICATIONS**

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

## **43.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUIRED, CERTIFICATE TO BE SUBMITTED PRIOR TO THE AWARD OF THE CONTRACT)**

- 43.1 Whereas, N.J.S.A. 52:32-44 requires that each bidder (Contractor) and each named subcontractor submit proof of business registration prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet @ [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. Whereas, N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:
  - 43.1.1 The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
  - 43.1.2 Prior to receipt of final payment from a contracting agency, a Contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
  - 43.1.3 During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 43.2 A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292.1730.
- 43.3 All Contractors shall be responsible for the notification of their subcontractors at all levels and for the submittal of the required Business Registration Certificate's to the City's Purchasing Division.

#### 44.0 NEW JERSEY LOCAL UNIT “PAY-TO-PLAY” LAW

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

44.1.1 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500.00 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution in excess of \$300.00, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

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

**RIGHT TO EXTEND - TIME FOR AWARD**

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

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

**SIGNED:** \_\_\_\_\_  
(Signature)

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

**COMPANY:** \_\_\_\_\_

**DATED:** \_\_\_\_ / \_\_\_\_ / **2013**

**TYPE OF PRODUCT OR SERVICE OFFERED:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STOCKHOLDER DISCLOSURE STATEMENT**

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

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

**OR**

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

**Check the box that represents the type of business organization:**

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

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

**Stockholders:**

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
(Signature of Notary Public)

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

My Commission expires: \_\_\_ / \_\_\_ / 20 \_\_\_

(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
(Partnership, Corporation, Individual, LLC)

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

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

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

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

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

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

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

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

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

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

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

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_

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

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

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

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

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

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

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

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

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

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

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

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

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, **one (1)** of the following three (3) documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA-302

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

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

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

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

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

**Dated:** \_\_\_\_\_ / \_\_\_\_\_ / **2013**



PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PROPOSAL

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

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

**Goods & General Service Vendors**

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

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

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

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

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website @ [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27.

**Company Name:** \_\_\_\_\_

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

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

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

**Dated:** \_\_\_\_\_ / \_\_\_\_\_ / **2013**

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PROPOSAL

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

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

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

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

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

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

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

**Dated:** \_\_\_\_/\_\_\_\_/ **2013**

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PROPOSAL

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

**BIDDER'S CHECKLIST**

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

- A. **Bid Deposit** in the form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond  
**(Required)**
  
- B. **Certificate from a Surety Company** stating if the bid is accepted, they will provide the required  
Performance Bond **(Required)**
  
- C. **Stockholders Disclosure Statement** properly notarized listing stockholders or partners owning ten  
(10%) percent or more of corporation or partnership stock **(Required)**
  
- D. **Non-Collusion Affidavit** properly notarized **(Required)**
  
- E. **New Jersey Business Registration Certificate (BRC)** **(Required to be supplied to the City  
prior to the award of the contract)**
  
- F. **New Jersey Affirmative Action Evidence** **(Required)**
  
- G. **W-9 Form**
  
- H. **Deviations from specifications, if applicable**
  
- I. **Acknowledgement of Receipt of Addenda**
  
- J. **Authorized signatures on all forms**

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

**City Contract # 13-25**

**Fabrication & Supply of Welded Aluminum 2-Rail to Include All Incidentals**

**A. Technical Specifications**

**1.0 Materials**

1.1 General Specifications

- 1.1.1 This specification includes the aluminum alloy used in the railing and all accessories intended for use in this construction and the stainless steel type required for the bolt connectors.
- 1.1.2 The railing structural components shall conform to the tolerances as set forth in the latest edition of the Aluminum Association "Specifications for Aluminum Structures" for buildings and similar type structures.
- 1.1.3 The welding filler wire used on all welds required, shall be alloy ER5356 conforming to the requirements of AWS specifications A5.10.

**2.0 Railing, Base Plate & Accessories**

- 2.1 All metal for the railings shall be aluminum alloy 6063-T-6. The chemical composition shall conform to ASTM designation B221 alloy 6063-T-6. Shall be extruded in accordance with requirements of Federal Specifications QQ-A-200.
- 2.2 The railings shall be welded aluminum Schedule 40, pipe sizes are as noted on the attached drawing. Posts shall be spaced six (6') feet, eight (8") inches apart and shall be mounted in two (2) base brackets. The railing shall have a mill finish and all welds shall be smooth and free from snags.
- 2.3 Railing shall be a Tabco #3000 Railing System as manufactured by Tuttle Aluminum Group, Noblesville, Indiana, (317) 842-2420 and/or approved equal.

**3.0 Stainless Steel Fasteners & Connectors**

- 3.1 All stainless steel shall be Type 18-8 (300 Series) and shall conform to ASTM Specifications A 193 B8.

**4.0 Aluminum Finish**

- 4.1 **All aluminum railing components shall be mill finish on all exposed surfaces.**

**5.0 Fabrication**

- 5.1 Fabrication shall be performed in accordance with approved shop drawings by workmen thoroughly experience in the fabrication and erection of metal railings.

## A. Technical Specifications (Continued)

### 5.0 Fabrication (Continued)

- 5.2 Form exposed bends with smooth, long radius bends, accurate angles and surfaces, and straight, sharp edges. Ease exposed edges to a radius of approximately 1/32" inch unless otherwise indicated. Use flush type fittings with joints, all smooth welded construction. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing works. Secure rails with flange or bar fittings and bolts.
- 5.3 Weld corners and seams continuously in accordance with AWS recommendations. Weld shall be smooth and flame dressed to match and bend with adjoining surfaces.
- 5.4 Preamble railing systems in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassemble and coordinated installation.
- 5.5 Post spacing shall not exceed six (6') feet, eight (8") inches center to center for level railing. All attachment brackets shall be spaced as specified. Post shall be single un-spliced pipe length. Top rails shall be continuous whenever possible and a single, un-spliced length shall, where possible, be attached to a minimum of three (3) posts.
- 5.5.1.1 **Note: Shop drawings shall be submitted & approved PRIOR to the fabrication of the railing.**
- 5.6 Fabrication: fabricate handrails and railings systems to comply with requirements indicated for design, dimensions, details, finish, and member, post spacing, and anchorage, but not less than those required to support structural loads.
- 5.7 Fasteners to include brackets, flanges, fittings, and anchors: provide Manufacture's standard brackets, flanges, miscellaneous fittings, and anchors for interconnection of handrail and railing systems. Coordinate anchorage devices with supporting structure.

### 6.0 Required Delivery Schedule

- 6.1 The Contractor shall submit for approval a delivery schedule that shall not exceed ninety (90) days.
- 6.2 The delivery schedule shall be submitted within seven (7) days of the issuance of a City Purchase Order (PO).

### 7.0 Quantity & Payment

- 7.1 The quantity and payment of new railing for which payment shall be made will be based on the actual quantity delivered that meets this specification and is free from material defects.
- 7.2 Payment shall be made for the above quantity at the price bid in the proposal per linear foot, FOB the City of Ocean City Storage Yard at Shelter Road, Ocean City, NJ.

### 8.0 Award of the Contract

- 8.1 The City intends to award this contract based on the lowest total amount bid for all items, FOB the City of Ocean City Storage Yard at Shelter Road, Ocean City, NJ.

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

**City Contract # 13-25**

**Fabrication & Supply of Welded Aluminum 2-Rail to Include All Incidentals**

**PROPOSAL FORM**

**City Purchasing Manager  
C/ o City Clerk's Office  
The City of Ocean City  
550 Asbury Avenue  
Ocean City, NJ 08226**

**In accordance with your Notice to Bidders, the Bid Proposal, General Instructions, Conditions and Specifications, we wish to quote the following:**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>
1.	20' rail sections with cast flange detail # 2 to include all incidentals	0-2,000 lf	\$ _____ per lf	\$ _____
2.	8' rail sections with cast flange detail # 2 to include all incidentals	0 lf	\$ <u>N/A</u> per lf	\$ <u>N/A</u>
3.	End Caps	0-200 each	\$ _____ each	\$ _____
4.	Ribbed tubes to connect rail sections	0-200 each	\$ _____ each	\$ _____
5.	Boardwalk Pavilion Railing, see attached diagram labeled Aluminum pipe hand rail detail, supplier to make railing in equal parts to specified length shown	0-500 lf	\$ _____ per lf	\$ _____
<b>TOTAL AMOUNT OF ALL ITEMS BID.....</b>				<b>\$ _____</b>

All materials under this contract shall be delivered within \_\_\_\_\_ days after receipt of Notice of Award.

Under the technical specifications schedule section, delivery under this contract shall be within ninety (90) days of the issuance of a Purchase Order (PO).

**Note: It is the City's intention to award this contract based on the lowest total amount of all items submitted in the bid proposal.**

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PROPOSAL

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

**City Contract # 13-25**

**Fabrication & Supply of Aluminum 2-Rail to Include All Incidentals**

**The City of Ocean City  
City Purchasing Manager  
C/ o City Clerk's Office  
550 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 # 13-25, Fabrication & Supply of Aluminum 2-Rail to Include All Incidentals**

**STATEMENT OF AUTHORITY**

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

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

\_\_\_\_\_

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

**(Please Print or Type)**

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

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

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

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

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

**Dated:** \_\_\_\_\_ / \_\_\_\_\_ / **2013**

**REQUIRED REFERENCE LIST  
OF  
GOVERNMENTAL & BUSINESS CUSTOMERS/ REFERENCES**

**(Note: The following required references shall be completed in full)**

1. **Name of Governmental Agency/ Business:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone # :** \_\_\_\_\_  
**Fax # :** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Size & Scope of the Contract:** \_\_\_\_\_  
**Duration of the Contract:** \_\_\_\_\_

2. **Name of Governmental Agency/ Business:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone # :** \_\_\_\_\_  
**Fax # :** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Size & Scope of the Contract:** \_\_\_\_\_  
**Duration of the Contract:** \_\_\_\_\_



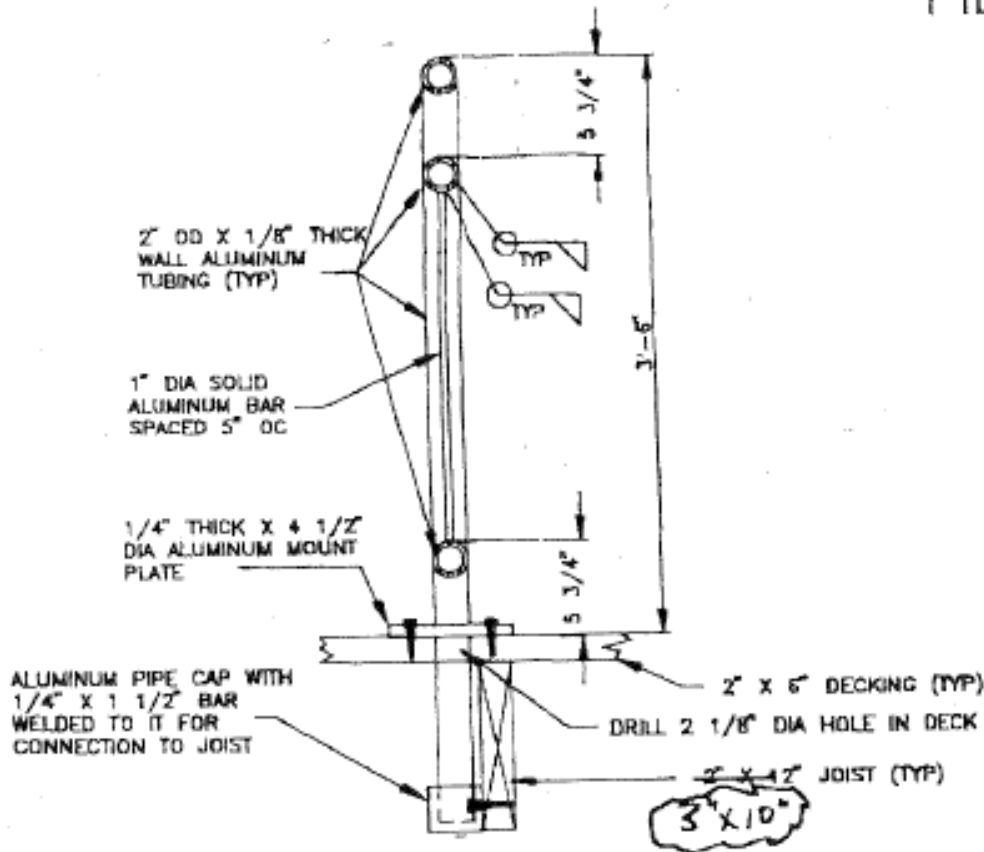
**REQUIRED REFERENCE LIST  
OF  
GOVERNMENTAL & BUSINESS CUSTOMERS/ REFERENCES**

**(Note: The following required references shall be completed in full)**

3. **Name of Governmental Agency/ Business:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone # :** \_\_\_\_\_  
**Fax # :** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Size & Scope of the Contract:** \_\_\_\_\_  
**Duration of the Contract:** \_\_\_\_\_

4. **Name of Governmental Agency/ Business:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone # :** \_\_\_\_\_  
**Fax # :** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Size & Scope of the Contract:** \_\_\_\_\_  
**Duration of the Contract:** \_\_\_\_\_

PIILING LOCATION



4'5" TOTAL HEIGHT

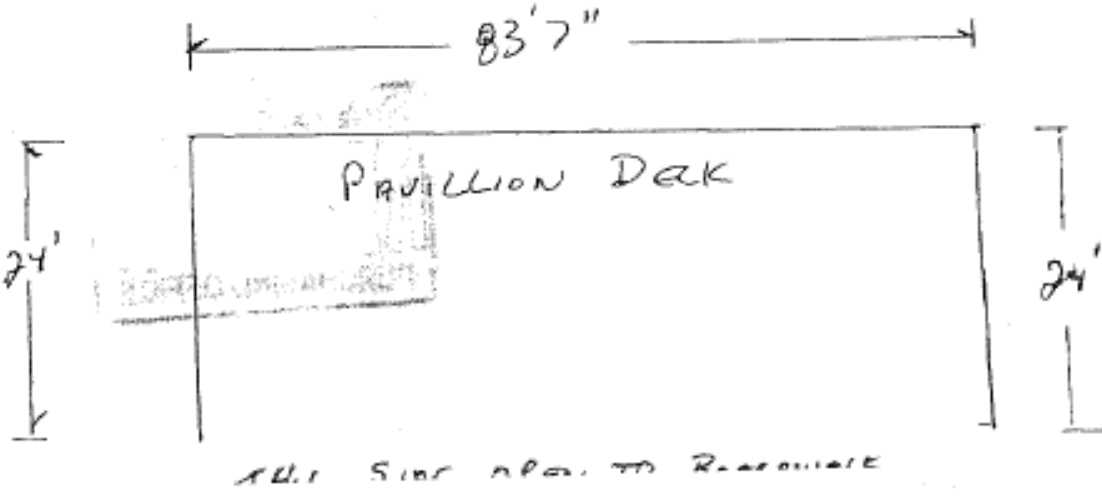
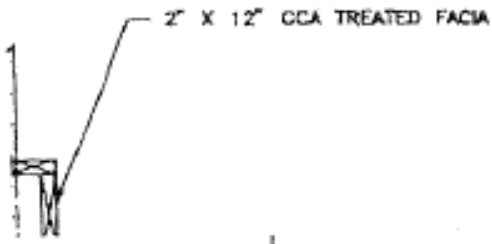
3' x 10"

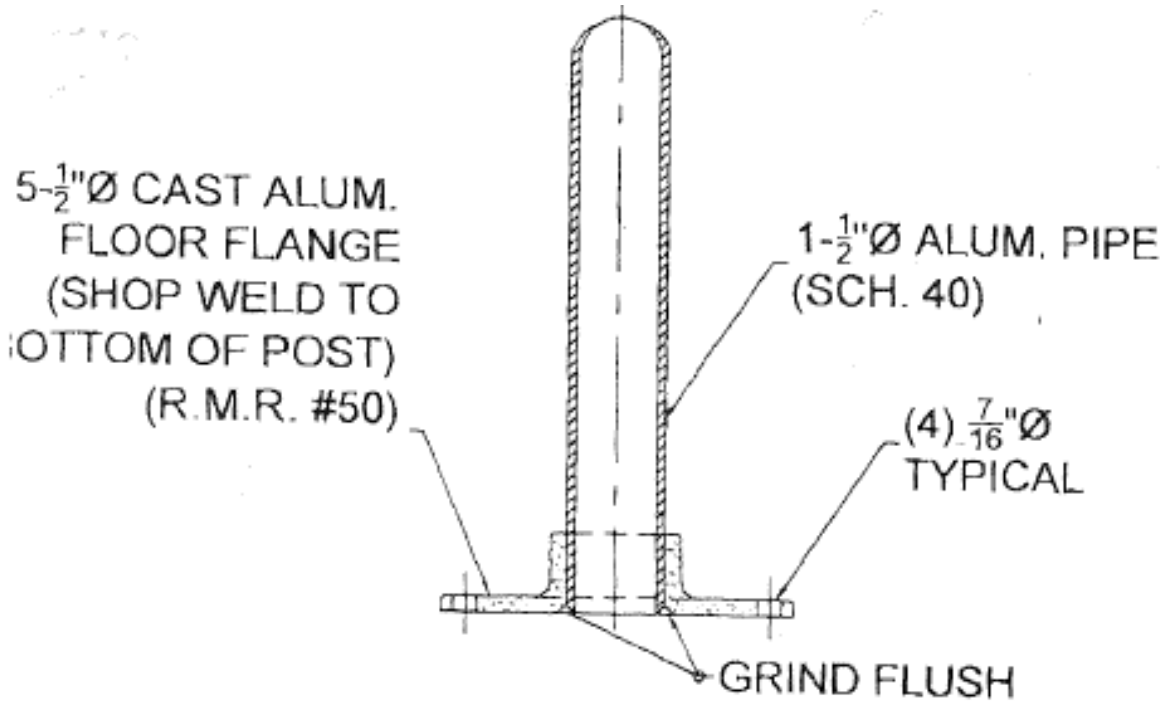
CCA TREATED JOIST FASTEN TO PILE C HURICANE STRAPS

LUMINUM PIPE HAND RAIL DETAIL  
DETAIL N.T.S.

8' x 8' CCA TREATI SUPERSTRUCTURE CUT 3 1/2' x 11' TO NEST AROUND 3' PILE CAP (TYP)

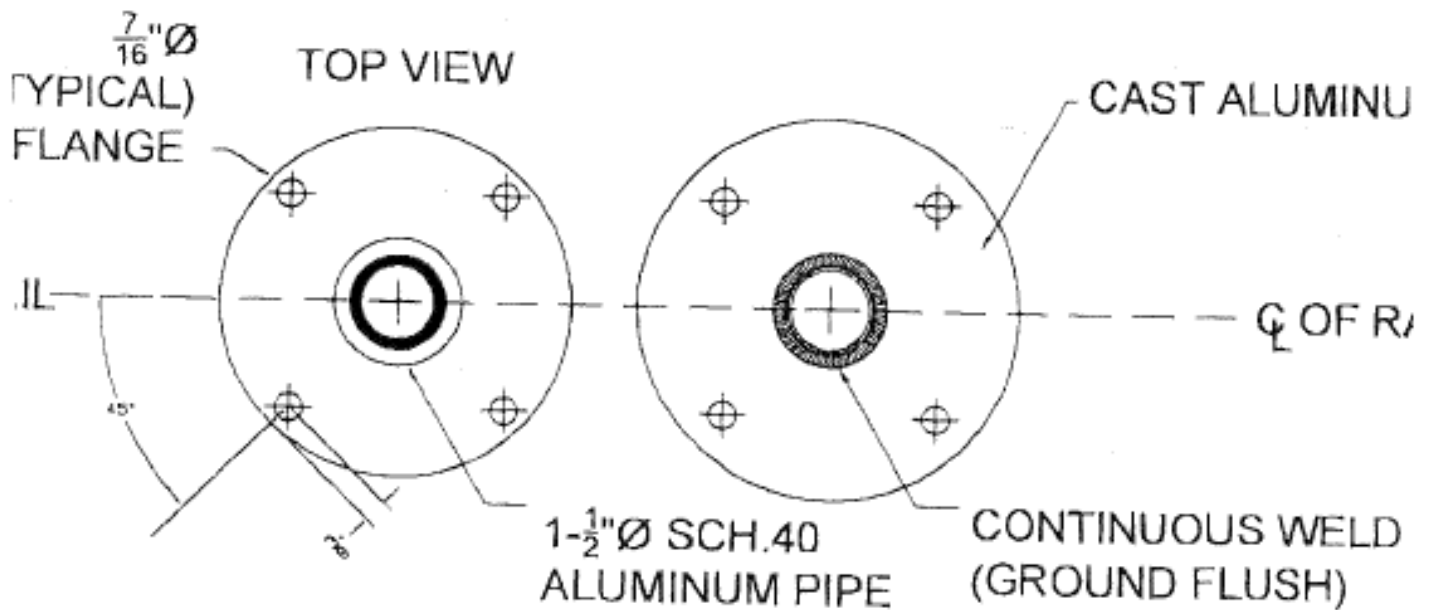
2' x 6' CCA TREATEI DECKING (TYP) — 2-3" GALV. WAZE NAILS EACH JOIST (TY





## SECTION OF RAIL AND CAST FLANGE

SCALE 3/8" = 1"



## CAST FLANGE - DETAIL #2

SCALE 3/8" = 1"

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Updating Your Information

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

#### Penalties

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

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

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

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

#### Specific Instructions

##### Name

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

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

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

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

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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



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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

<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, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

**What Name and Number To Give the Requester**

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

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

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

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

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

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

**Privacy Act Notice**

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