

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

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

CITY CONTRACT #:	12-04
SPECIFICATIONS FOR:	PRINTING SERVICES FOR THE CITY OF OCEAN CITY & THE OCEAN CITY BOARD OF EDUCATION
BID OPENING DATE, TIME & LOCATION:	TUESDAY, DECEMBER 6, 2011 @ 2:00 PM, EST CITY COUNCIL CHAMBERS CITY HALL, ROOM #301 861 ASBURY AVENUE OCEAN CITY, NJ 08226
SUBMIT BIDS BEFORE BID OPENING TIME TO:	THE CITY CLERK'S OFFICE CITY HALL, ROOM #101 861 ASBURY AVENUE OCEAN CITY, NJ 08226-3642

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

CONTACT PERSON:	JANICE L. MRUZ, PURCHASING
TELE PHONE #:	(609) 525-9356
FAX #:	(609) 399-3779
EMAIL ADDRESS:	jmrucz@ocnj.us

Note: If your company wishes to be retained on the bidders 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
CAPE MAY COUNTY
OCEAN CITY, NJ**

**SPECIFICATIONS
FOR
CITY CONTRACT #12-04**

**PRINTING SERVICES FOR THE CITY OF OCEAN CITY
&
THE OCEAN CITY BOARD OF EDUCATION**

DEPARTMENT APPROVAL

**James Mallon
Director of Community Services**

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

**Acting Chief Charles Bowman
Acting Director of Fire & Rescue Services**

**Kathi Capizola
Court Administrator**

**Chief Chad Callahan
Director of Police Services**

**Michael Rossbach
Director of Public Works**

PURCHASING DIVISION APPROVAL

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

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

DEPARTMENT OF LAW

**Dorothy F. McCrosson, Esquire
City Solicitor**

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

GENERAL INSTRUCTIONS & CONDITIONS
FOR CITY CONTRACTS

1.0 INSTRUCTIONS, FORMS & SPECIFICATIONS

- 1.1 Instructions, forms and specifications may be obtained in person or by U.S. Mail from the Ocean City Purchasing Division, City Hall, Room #203, 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 at the Office of the City Purchasing Manager.
- 1.3 **All bidders shall be required to submit three (3) complete sets (one (1) original & two (2) exact photocopies) of the Bid Proposal Forms, required forms and the complete bid proposal package in a sealed envelope approximately 10" x 13" or larger addressed to the City Purchasing Manager, c/o The City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3624 and clearly marked with the name and address of the bidder and the number and title of the bid proposal.** Bid proposals may be hand-delivered or mailed, however, the City disclaims any responsibility for bids forwarded by U.S. Mail and/or overnight mail carriers and that are received after the stated bid opening deadline.
- 1.4 All bids shall be received in the office of the City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3624 on or before the time and date specified. Bids received after the time considered will be returned to the bidder unopened.
- 1.5 No 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 proposal.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained for the City Purchasing Manager or their assistant.
- 1.8 To better insure fair competition and to permit a determination of the lowest bidders, bid proposals may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids or 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.

2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules, and instructions included in the bid package. Failure to do so will be at the bidder's own risk.
- 2.2 **All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required.** If and when applicable, a bidder chooses not to bid on specific items, they shall then be required to place the wording "**No Bid or N/B**" on the specified line on the proposal form. In the case of this specific bid, bidders are required to place a bid on all line items, in order to be considered for award of a contract.
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 **No bidder shall be permitted to offer more than one (1) price on each item, even though they may feel that they have two or more styles that might possibly meet the specifications.** Bidders shall determine for themselves which item to offer to best meet the specifications. 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 proposal.**
- 2.7 The Invitation to Bid Proposal number, the vendor's name and a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders 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. Any addenda received after the bid submittal should be acknowledged by letter, email or fax.
- 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 on which the bidder has offered pricing, shall be returned for the bid proposal 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 OF THE CONTRACT

- 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 bids. 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 shall be made only for the actual quantities of items furnished in accordance with the contract and **it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.**

5.0 SAMPLES & LITERATURE TO BE PROVIDED WITH THE BID PROPOSAL

- 5.1 When required in the technical specifications, **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, 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 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 AND/OR THE WITHDRAWAL OF THE BID PROPOSAL

- 6.1 A bid that is the possession of the City Purchasing Manager may be altered by telegram, letter or fax transmission bearing the signature or name of the person authorized for bidding **provided it is received prior to the time and date of the bid opening.** Under no circumstances shall the telegraph 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 a 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.
- 6.3 Whereas, NJSA 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by NJSA 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

6.0 MODIFICATION AND/OR WITHDRAWAL OF THE BID PROPOSAL (CONTINUED)

- 6.4 A bidder claiming a mistake under NJSA 40A:11-23.3 shall be required to submit a request for withdrawal, **in writing**, by certified or registered mail to the City Purchasing Division. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the City Purchasing Manager may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to NJSA 40A:11-23.3.
- 6.5 A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of NJSA 40A:11-23.3.
- 6.6 The City shall not consider any written request for a bid proposal withdrawal for a mistake, as defined by NJSA 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bid proposals.

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. Bid proposals on all brands and models may be considered provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid shall also be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature shall be forwarded with the bid on all proposed substitutes or the bid may be found non-responsible. 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's list.

8.0 TRADE NAME PROVISIONS (CONTINUED)

8.6 The City Purchasing Manager reserves the right to approve or reject any proposed substitutes that are considered to be 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.

9.0 PATENT RIGHTS

9.1 Whenever any materials, process, composition or thing called for in these specifications is covered by letter patents, the successful bidder must secure before using or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the City 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 must 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 OF THE CITY

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 purchase orders issued by the City.**

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 New Jersey Public Contracts 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 contact the contractor shall forward all contracts back to the Purchasing Office for final approval and official signatures.

12.0 AWARD & PURCHASE (CONTINUED)

12.5 **The City reserves the right to award at its discretion to any one of the tie bidders or to utilize whichever method of determination that it sees applicable to the circumstances.**

12.6 For written and posted bid results, please check the City's website @ www.ocnj.us.

13.0 ASSIGNMENT OF THE CONTRACT

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

14.0 DELIVERY

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

14.2 **All items shall be delivered FOB 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, twenty-five (\$25.00) dollars per working incident, 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 will be made by the City only after the item(s) awarded to a contractor have been received, inspected, and found to comply with the award specifications, free of damage or defect and properly invoiced. **In order for the City to make payment, the vendor shall be required to return the City's voucher that has been properly executed and 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.

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 their 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.

19.0 CONTRACTOR'S COOPERATION

- 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 their 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 (NOT REQUIRED FOR THIS CONTRACT)

- 20.1 **Each bid shall be accompanied by a Bid Bond, Certified Check, Treasurer's Check or Cashier's Check in the amount of ten (10%) percent of the total amount of the bid (but not in excess of \$10,000.00) per NJSA 40A:11-21.**
- 20.2 The bid security of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and holidays exempted. 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 (NOT REQUIRED FOR THIS CONTRACT)

- 21.1 Each bidder shall include with their bid a **Certificate of Surety** from a bonding company or corporate surety company that is authorized to do business in the State of New Jersey for the faithful performance of the contract one (1) year and the payment of all bills for equipment, material and wages. 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.
- 21.2.2 **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 (NOT REQUIRED FOR THIS CONTRACT)

- 22.1 The successful bidder, when awarded a contract, shall be required to furnish a Performance Bond/Letter of Credit in the full amount of the contract (\$10,000.00) 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 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. 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 and/or services in full accordance with the specifications as written, and will be considered grounds for rejection upon delivery of any item(s) not found fully meeting specifications.

25.0 INSPECTION

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 NJSA 40A:11-18, New Jersey State Statutes.

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 Agent, shall 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 CITY 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 E. 12th Street, 1st Floor, Ocean City, NJ 08226, Telephone # (609) 525.9413 & Business Fax # (609) 525.9418. If applicable, failure to obtain 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 E. 12th Street, 2nd 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 NEW JERSEY AFFIRMATIVE ACTION PLAN REQUIREMENTS (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

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

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

30.1 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 shall be cause for delay in the process of payments by the City.**

31.0 PUBLIC DISCLOSURE STATEMENT REQUIREMENTS (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

31.1 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.

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

32.1 **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.

33.0 RIGHT TO KNOW ACT REQUIREMENTS

33.1 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the City to assure that every container bears a proper label at a City facility. This complies with P. L. 1983, Chapter 315, "Worker and Community Right-to-Know Act", subsection b, section 14 and NJSA 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 Office.**

34.0 INDEMNITY REQUIREMENTS & HOLD HARMLESS AGREEMENT

34.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the City of Ocean City harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.

34.2 Any property or work to be provided by the bidder under this contract shall remain at the bidder's own risk until written acceptance by the City has been received and the bidder shall replace, at the bidder's own expense, all property or work damaged or destroyed by any cause whatsoever.

35.0 INSURANCE REQUIREMENTS

35.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:

35.1.1 **Comprehensive General Liability Insurance**

General Liability limits of **\$500,000** each occurrence and **\$500,000** aggregate products and completed operations.

35.1.2 **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability limits of **\$500,000** each occurrence.

35.1.3 **Worker's Compensation Insurance**

Statutory Coverage including liability coverage with a limit of a minimum of **\$100,000 dollars**.

35.1.4 **Excess Umbrella Insurance**

Excess Umbrella in the amount of **\$2,000,000 dollars**, giving protection in excess of the General and Auto Liability Coverage.

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 such coverage is in place.

35.1.5 **Worker's Compensation Insurance**

Statutory coverage, including Employers Liability Coverage.

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

35.7 **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.**

36.0 OCCUPATIONAL SAFETY & HEALTH ACT

36.1 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 (P. L. 91-596), as well as with other applicable Federal, State, County and local Codes.

37.0 AMERICANS WITH DISABILITIES ACT

37.1 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.

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.

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.

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.

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/or vehicles, per Ocean City Resolution No. 93-32-143.

39.0 CONFLICT OF INTEREST POLICY

39.1 All bid awards are subject to NJSA 40:69A-163 and City of Ocean City Resolution No. 94-33-108 which states that "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 (NOT APPLICABLE TO THIS CONTRACT)

40.1 All bids shall be subject to NJSA 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."

Note: When required by Law, failure to supply this information with the bid proposal shall be considered immediate grounds for the rejection of the bid proposal.

41.0 NEW JERSEY PUBLIC WORKS CONTRACTORS REGISTRATION ACT CERTIFICATE (NOT APPLICABLE TO THIS CONTRACT)

41.1 All bids are subject to NJSA 34:11-56.48, which states that "No Contractor" shall bid or engage in any contract for Public Works as defined in Section 2 of P. L. 1963, c150 NJSA 34:11-56.26 unless the contractor is registered pursuant to this act.

41.2 The contractor and all subcontractors shall be required to submit a copy of their current registration certificate with the bid proposal.

Note: When required by Law, failure to supply this required information with the bid proposal shall be immediate grounds for the rejection of the bid proposal.

42.0 NEW JERSEY BUSINESS REGISTRATION ACT CERTIFICATE (BRC) (REQUESTED CERTIFICATE)

42.1 All business organizations that do business with a local contracting agency are required to be registered with the state and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business as required by P. L. 2004, c.57.

42.2 A copy of the Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue shall be provided prior to the award of the contract. Failure to comply with this requirement will be considered a fatal defect that cannot be waived or cured after the fact. (NJSA 40A:11-23.2)

42.3 All contractors shall be responsible for the notification of their sub-contractors at all levels and for the submittal of the required Business Registration Certificate's to the City's Purchasing Division.

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

43.1 Pursuant to New Jersey Local Unit "Pay-to-Play" Law (NJSA 19.44-20 et seq.), all contractors are being placed on notice of the following:

43.1.1 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500 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.

43.1.2 Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to NJSA 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC @ (888) 313.3532 or @ www.elec.state.nj.us.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

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

RIGHT TO EXTEND - TIME OF AWARD

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

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

SIGNED: _____
(Signature)

TITLE: _____
(Please Type or Print)

COMPANY: _____

DATED: / / 2011

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 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% 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 _____, 2011

(Affiant)

(Notary Public Signature)

(Print name & title of affiant)

My Commission expires: ___/___/2011

(Corporate Seal)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

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) (NJSA 52:34-15)

Signature of Contractor _____

Subscribed and Sworn to _____

before me this _____ day

of _____, 20__

(Also type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____, 20__

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL

N.J.S.A. 10:5-31 et seq. (P.L. 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. (P.L. 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 of the following three 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 Firm)

Name: _____
(Please Type or Print)

Signature: _____

Title: _____

Dated: ____ / ____ / 2011

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 and 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.

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 they are aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 & N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

Company: _____

Signature: _____

Print Name: _____

Title: _____

Dated: ____ / ____ /2011

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

BIDDER'S CHECKLIST

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

- A. **Bid Deposit:** in the form of a Bond or a Check **(Not Required for this Contract)**
- B. **Certificate from a Surety Company:** stating if bid is accepted, they will provide the required Performance Bond **(Not Required for this Contract)**
- C. **Public Disclosure Statement:** properly completed and notarized listing stockholders or partners owning ten (10%) percent or more of corporation or partnership stock **(Required for this Contract)**
- D. **Non-Collusion Affidavit:** properly completed and notarized **(Required for this Contract)**
- E. **New Jersey Business Registration Act Certificate (BRC)** **(Requested for this Contract)**
- F. **Affirmative Action Evidence** **(Required for this Contract)**
- G. **Deviations from Specifications** **(If applicable)**
- H. **W-9 Form:** properly completed and signed **(Required)**
- I. **Public Works Contractors Registration Act Certificate** **(Not required for this Contract)**
- J. **Subcontractors List** **(Required, if applicable)**
- K. **Authorized Signatures on all Forms**

THE CITY OF OCEAN CITY
&
THE OCEAN CITY BOARD OF EDUCATION
CAPE MAY COUNTY, OCEAN CITY, NJ

CITY CONTRACT # 12-04

PRINTING SERVICES

GENERAL INFORMATION & SPECIFICATIONS

1.0 PURPOSE & INTENT OF THE CONTRACT

- 1.1 The intent of this contract is to cover the fundamental needs of the City of Ocean City and the Ocean City Board of Education for Printing Services as listed on the attached bid proposal forms.

2.0 BID PROPOSAL SUBMISSION

- 2.1 Bidders shall comply with all the provisions of the New Jersey Local Public contracts Law, including specifically, NJSA 40A:11-18 & NJSA 18A:18A-1 et seq, which provides that specifications for all municipal work shall require that only manufactured and farm products of the United States shall be used wherever available.
- 2.2 **The proposal forms, corporate disclosure statement, the non-collusion clause shall be signed and/or notarized in proper form by all bidders. Failure to submit these forms shall result in rejection of the bid proposal.**
- 2.3 The successful bidder shall be required to fill out the necessary **Affirmative Action** forms provided in the bid package and to return them with the completed contract.
- 2.4 **All forms shall be filled out in pen or typewritten and three (3) copies of the bid proposal shall be submitted, one (1) original and two (2) exact photocopies. Proposal Forms completed in pencil shall not be acceptable to the City.** If a mistake is made, the incorrect words or figures shall be crossed out and the correct information written alongside. The person filling out the form shall then initial the change. Failure to follow this procedure may be grounds to reject the bid proposal.

3.0 TERM OF THE CONTRACT

- 3.1 The initial term of the contract shall be awarded for a **one (1) year time period. (Beginning on January 1, 2012 & continuing through December 31, 2012).**

4.0 REJECTION OF THE BID PROPOSALS

- 4.1 The City of Ocean City and/or the Ocean City Board of Education reserve the right to reject any bid proposal if the evidence submitted by, or investigated of, such bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the bid proposal.
- 4.2 The City of Ocean City and the Ocean City Board of Education expressly reserve the right to split bids, to reject bid proposals and to waive any informality wherever and whenever it is found to be in the best interest of the City of Ocean City and/or the Ocean City Board of Education according to the law.
- 4.3 **Any exceptions to these specifications shall be noted in writing and in detail at the time of the receipt of the bid proposal.** Exceptions shall be attached to the front of the bid document and shall be denoted, "Exceptions to Specifications" and be signed and dated by an official of the company. Failure to follow this method may result in the bid being considered without exceptions which may hold the bidder liable for the exact terms and conditions as described in the bid proposal package.

5.0 AWARD OF THE CONTRACT - BY GROUP

- 5.1 **This contract shall be awarded by group instead of by item for the City of Ocean City. Each item in a group shall be bid upon in order to have the group considered for award.** The award shall be based upon the lowest group totals. Group totals shall be based on the **lowest** quantity per item (i.e. envelopes. If the lowest quantity is 5,000, use that total amount as your number for determining your group total.). **The Ocean City Board of Education** shall award their own contract by the method they deem best.
- 5.2 **Award shall be made to the lowest responsive and responsible bidder on a PER GROUP basis.**
- 5.3 **Vendors are advised that award by group does not guarantee that all of the items listed will be required during the contract period.** This contract is subject to the actual needs as established by the various using divisions of the City of Ocean City and the Ocean City Board of Education. As items are required, the City Purchasing Manger or the Ocean City Board of Education's Business Administrator will issue a Purchase Order for those items. **No items shall be sent to the City of Ocean City or the Board of Education without first obtaining a Purchase Order (PO) for said items.**
- 5.4 It shall be understood that all quantities listed in the bid proposal form are **estimates** and these quantities may be increased or decreased as prescribed by law.

6.0 INVOICES & PURCHASE ORDERS

- 6.1 All invoices issued by the company to whom the contract is awarded, shall contain the purchase order number issued at the time of ordering for each particular purchase. All purchase orders shall be signed by the vendor, in the space provided and shall be returned to the Office of Accounts Payable, after delivery of merchandise for processing and payment.
- 6.2 A purchase order number shall be obtained for each and every order. **All vendors are hereby informed that no obligations, which purport to be an obligation of the City of Ocean and/or the Ocean City Board of Education, will be honored for payment, unless a purchase order was properly approved in advance of any such sale. The City of Ocean City and/or the Ocean City Board of Education will not be responsible for any purchases not accompanied by a purchase order.**

7.0 RECYCLED POST CONTENT PAPER

- 7.1 It is the City of Ocean City's and the Ocean City Board of Education's objective to maximize the use of recycled materials and products. For the purpose of this bid "recycled paper," means all paper and wood pulp products containing post-consumer waste and secondary waste materials as defined in this section.
- 7.2 "Post-consumer waste" means a finished material, which would normally be disposed of as a solid waste, having completed its life cycle as a consumer item.
- 7.3 "Secondary waste" means fragments of products or finished products of a manufacturer and includes post-consumer waste but does not include, wood slabs, sawdust or other wood residue from a manufacturing process.
- 7.4 **Recycled paper** means a paper product with not less than 51% of its total weight consisting of secondary and post-consumer waste with not less than 10% of its total weight consisting of post-consumer waste.

7.0 RECYCLED POST CONSUMER CONTENT PAPER (CONTINUED)

- 7.5 All recycled paper products will be made from recycled fiber primarily of post consumer material and have been manufactured with out chlorine or chlorine compounds.
- 7.5.1 All Paper products will have a mark of environmental responsibility from one or all of the following:
- 7.5.1.1 US EPA
 - 7.5.1.2 Green Seal - GS-1 & GS-9
 - 7.5.1.3 FSC - Forest Stewardship Council
 - 7.5.1.4 SFI - Sustainable Forestry Initiative
 - 7.5.1.5 Chorine Free Products Association
 - 7.5.1.6 Environmental Choice Program
- 7.6 **All letterhead and envelopes be shall be printed on (24 lbs. sub) watermarked recycled paper.**
- 7.7 The recycling logo shall appear where applicable.
- 7.8 Bidders are required to certify in writing that the material offered contains the minimum percentage of recycled paper required and that the products offered meet the above definitions.
- 7.9 All paper products should be made of 100% percent recovered materials

8.0 PRINTED ITEMS

- 8.1 Prospective bidders are warned that mimeographed copies or photocopies shall not be acceptable. All printing is to be done in a professional manner. The grades of paper used must be equal to that of the sample or better.
- 8.2 **OVERRUNS SHALL NOT BE ACCEPTED BY THE CITY OR THE OCEAN CITY BOARD OF EDUCATION.**
- 8.3 It shall be understood by all bidders that the exact wording of the items may be changed by the City of Ocean City and/or the Ocean City Board of Education prior to issuance of a purchase order. Samples are supplied to provide prospective bidders with samples of work which was accepted in previous years. Changes of dates, etc. may be made at the time the actual order is placed.
- 8.4 The City of Ocean City and/or the Ocean City Board of Education has a right to eliminate any item, items or group of items prior to awarding a contract.
- 8.5 Delivery shall be made to the City of Ocean City and/or the Ocean City Board of Education at the place designated by the Purchasing Manger and Director and/or Board Administrator. **Delivery shall be made within four (4) weeks after the receipt of a purchase order by either entity.**
- 8.6 **All work shall be inspected and proofed by the ordering department/division and the Board Administrator prior to acceptance.**
- 8.6.1 **Proof of inspection shall be by a form that includes the persons name and signature, time and date of approval.**
- 8.7 **All Items shall be priced on use of recycled paper first, if available.**
- 8.8 **When extending the unit price, the bidder shall utilize the lowest approximate quantity as the multiplier. The vendor shall use the QUANTITY as the basis for the UNIT PRICE. For example, if the quantity is 500, the unit price shall be for the 500 as a unit. The unit price and the total price shall be the same.**

8.0 **PRINTED ITEMS (CONTINUED)**

- 8.9 If the quantity is 1,000, the unit price shall be based on 1,000 and the total price for 1,000.
- 8.10 Please call the Darleen H. Korup, RPPS, Purchasing Assistant @ (609) 525-9355 for questions on determining the unit and total prices.
- 8.11 **EACH VENDOR SHALL INCORPORATE TYPESETTING CHARGES INTO THE BID PRICE FOR EACH ITEM, WHETHER OR NOT IT STATES THAT TYPESETTING IS REQUIRED.**
- 8.12 Each item shall be priced by the unit quantity NOT by each piece. For example: if the quantity is 500, your unit price should be for 500 pieces then a total price for 500 pieces.
- 8.13 The unit price and total price shall be the same based on the quantity asked for.

**THE CITY OF OCEAN CITY
&
THE OCEAN CITY BOARD OF EDUCATION
CAPE MAY COUNTY, OCEAN CITY, NJ**

**CITY CONTRACT #12-04
PRINTING SERVICES**

PROPOSAL FORM

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

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

GROUP 1.0 – OCEAN CITY COMMUNITY SERVICES DEPARTMENT

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1A. <u>AQUATIC & FITNESS CENTER</u>			
1. Instruction/Participation Waiver, 8½" x 11" carbonless 2-part form white 1 st , yellow 2 nd sheets with black ink, typesetting required	2.5 M	\$ _____	\$ _____
2. Waiver, 8½" x 7" carbonless 3-part form, white 1 st , yellow 2 nd & pink 3 rd sheets with black ink, pre-numbered upper right hand corner in red ink, typesetting required	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 1.A – AQUATIC & FITNESS CENTER			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 1.A – AQUATIC & FITNESS CENTER			(_____)

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1B. BEACH WALK PROGRAM/BAYSIDE CENTER/OCEAN CITY MARINA/ SHADE TREE COMMITTEE			
1. Beach Walk Flyer, 3½" x 8½", white cardstock, 2-color blue & red ink	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
2. Beach Walk Poster, 11" x 17", white recycled cardstock, 2-color ink(blue & red ink)	50	\$ _____	\$ _____
	1 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 1.B BEACH WALK/ BAYSIDE CENTER			\$ _____
TOTAL NUMBER OF ITEMS BID IN ON GROUP 1.B BEACH WALK/ BAYSIDE CENTER			(_____)

1C. RECREATION DIVISION

1. Recreations Programs Voucher, 8½" x 11", 3-part carbonless paper white, yellow 2 nd sheet & pink 3 rd sheet, pre-numbered red ink, black ink	1 M	\$ _____	\$ _____
2. Tennis Discount Cards, 2¼" x 4", 2 colors 65 lbs. cardstock, one color omni court & one color-hard court, pre-numbered & year dated, black ink	2 C	\$ _____	\$ _____
3. Daily Record of Tennis Courts, 17" x 22", 28 lbs. white paper printed black ink, type setting required	2 C	\$ _____	\$ _____
4. Tennis Court Daily Log, 8½" x 14", 2-part, 20 lbs. carbonless paper white w/ yellow 2 nd sheet, black ink	1 M	\$ _____	\$ _____
5. Tennis Court Daily Transmittal Sheet, 8½" x 11", 3-part, 20 lbs. carbonless paper white w/yellow 2 nd sheet & pink 3 rd sheet black ink, typesetting required	5 C	\$ _____	\$ _____
6. Basketball League Sign-Up Form, 8½" x 11", 3-part, 20lbs. carbonless paper white w/yellow 2 nd sheet & pink 3 rd sheet black ink, typesetting required	5 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1C. RECREATION DIVISION (CONTINUED)			
7. Surf Chair Participant Information Form, 8½" x 11", 2-part, 20lbs. carbonless paper white, yellow 2 nd sheet, black ink typesetting required	5 C	\$ _____	\$ _____
8. Surf Chair Donation Form, 8½" x 11", 2-part, 20lb. carbonless paper white, yellow 2 nd sheet, black ink typesetting required	5 C	\$ _____	\$ _____
9. Surf Chair Program Brochure, 8½" x 11", 10-part, glossy white cardstock folded in half and printed on all sides black ink	2 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____
10. Beach Walk Revenue Form, 8½" x 11", 3-part, 20 lbs. carbonless paper white w/yellow 2 nd sheet & pink 3 rd sheet black ink, typesetting required	5 C	\$ _____	\$ _____
11. Music Pier Pops & Special-Revenue Form, 8½" x 11", 2-part, 20 lbs. carbonless paper white w/ yellow 2 nd sheet, black ink	3 C	\$ _____	\$ _____
12. Little Miss Ocean City Booklet, 11" x 17", white 10-pt glossy cardstock folded in half and printed on all sides black ink cover 11" x 17", white 12-pt. glossy cardstock folded in half 2 color ink printed on all sides typesetting required	4 C	\$ _____	\$ _____
13. Junior Miss Ocean City Booklet, 11" x 17", white 10-pt glossy cardstock folded in half and printed on all sides black ink cover 11" x 17", white 12-pt. glossy cardstock folded in half 2 color ink printed on all sides typesetting required	3 C	\$ _____	\$ _____
14. Race Day Registration Application 8½" x 5½" White/Yellow 2 nd Sheet, 20 lbs. Carbonless paper, black ink, race & date information will change each year, Mayor's Labor Day Race & 5K (October), 200 race forms each race. Typesetting required	2 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1C. RECREATION DIVISION (CONTINUED)			
15. Ocean City Municipal Golf Course Bag Tags, 2" x 11", colored non-glossy tamper proof peal & stick paper, adhesive strip on back for quick & easy application, custom text w/logo. Pre-numbered, disclaimer on back	5 C	\$ _____	\$ _____
16. Ocean City Baby Parade Entry Blank, 8½" x 11", 2-part, 20 lbs. carbonless paper white w/ yellow 2 nd sheet, black ink	3 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 1C - RECREATION DIVISION			\$ _____

TOTAL NUMBER OF ITEMS BID ON IN GROUP 1C - RECREATION DIVISION _____

1D. MUNICIPAL CODE DIVISION

1. Solid Waste Enforcement Door Knob Notice, 4" x 10" peach colored 65 lbs. cardstock black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
2. Notice-Street/Alley Construction Door Knob Notice, 9¼" x 4¼", yellow, black ink, hole in top	1 M	\$ _____	\$ _____
3. Street Opening Permit, 8½" x 11", 2-part carbonless paper; white 1 st sheet bond paper & white 2 nd sheet 65 lbs. stock paper printed both sides, black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
4. Notice. Smoke Detector Inspection Door Knob Card, 4¼" x 8½" bright yellow colored 65 lbs. cardstock with black ink typesetting required	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
5. Zoning Permit Application, 8½" x 14", 4-part, 20 lbs. carbonless paper white 1 st sheet, yellow 2 nd sheet, pink 3 rd sheet, & goldenrod 4 th sheet lettering in black ink typesetting required	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1D. MUNICIPAL CODE DIVISION (CONTINUED)			
6. Mercantile License Application, 8½" x 14", 3-part, 20 lbs. carbonless paper white 1 st sheet, yellow 2 nd sheet & pink 3 rd sheet lettering in black ink, typesetting required	1 M	\$ _____	\$ _____
7. Contractor License Application, 8½" x 14", 3-part, 20 lbs. carbonless paper white 1 st sheet, yellow 2 nd sheet & pink 3 rd sheet lettering in black ink, typesetting required	1 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 1D – MUNICIPAL CODE DIVISION FORMS			\$ _____
TOTAL NUMBER OF ITEMS BID ON IN GROUP 1D–MUNICIPAL CODE DIVISION FORMS(_____)			

1E. MUNICIPAL CODE DIVISION STICKERS/LABELS

1. Concrete Stickers, 4" x 3½" sticker, waterproof, florescent red, typesetting required	1 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
	2 M	\$ _____	\$ _____
2. Contractor Stickers, 4" round sticker, color red stock white vinyl outdoor adhesive on back graphic pre-numbered in black ink	1 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
3. Trademark Stickers, 4" x 6" square cut, 4 color process on stock white vinyl outdoor adhesive pre-numbered in black ink	1 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 1E – MUNICIPAL CODE DIVISION STICKERS/LABELS \$ _____

TOTAL NUMBER OF ITEMS BID IN GROUP 1E – MUNICIPAL CODE DIVISION STICKERS/LABELS (_____)

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1F. CONSTRUCTION CODE ENFORCEMENT FORMS			
1. Inspection Door Knob Notice, 4¼" x 8½" bright yellow colored 65 lbs. cardstock, black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
2. Inspection Notice Form, U.C.C. Form, F-200A white paper, 100 sheets per pad padded, 4½" x 5½", black ink	100 pads	\$ _____	\$ _____
3. Electrical Cut-in Card, U.C.C. Form F-350B 4" x 5½", 5 pt., 20 lbs. carbonless paper white w/yellow 2 nd sheet, pink 3 rd sheet black ink	1 M	\$ _____	\$ _____
4. Construction Permit Notice Card, U.C.C. Form, F-180, 6" x 9", bright yellow colored 104 lbs. cardstock 2-sided printing black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
5. Construction Permit Application, U.C.C Form F100-1, manila cardstock 65 lbs. 11½" x 17" printed on 3 sides with black ink, folded in half, typesetting required	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
6. Construction Notice, Order to Vacate, U.C.C. Form F245 6" x 9" bright red colored 104 lbs. cardstock printing black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 1F - CONSTRUCTION CODE ENFORCEMENT FORMS			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 1F - CONSTRUCTION CODE ENFORCEMENT			(_____)

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1G. CONSTRUCTION CODE ENFORCEMENT STICKERS/LABELS			
1. Not Approved Stickers, U.C.C. Form F-230B, 4" x 4", waterproof, adhesive backed, Strip-Tac, peel off, florescent orange, black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
2. Approval Stickers - F221A Building, U.C.C. Form, F-221, 4" x 4", waterproof adhesive backed, Strip-Tac, peel off, white, black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
3. Approval Stickers - F222A Electrical, U.C.C. Form, F-222, 4" x 4", waterproof, adhesive backed, Strip-Tac, peel off, white, purple ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
4. Approval Stickers - F224 Fire Protection, U.C.C. Form, F-224, 4" x 4", waterproof, adhesive backed, Strip-Tac, peel off, white, red ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
5. Approval Stickers - F223 Plumbing, U.C.C. Form, F-223, 4" x 4", waterproof, adhesive backed, Strip-Tac, peel off, white, blue ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
6. Plan ID Stickers, 3" x 5" waterproof, adhesive backed, fasson crack & peel, super permanent, white with black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 1G - CONSTRUCTION CODE ENFORCEMENT STICKERS/LABELS \$ _____

TOTAL NUMBER OF ITEMS BID IN GROUP 1G - CONSTRUCTION CODE ENFORCEMENT STICKERS/LABELS (_____)

GROUP 2.0 – OCEAN CITY FINANCIAL MANAGEMENT DEPARTMENT

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2A. AIRPORT			
1. Airport Parking Fee/Receipt, 3½" x 8½", pink 80 lbs. cardstock perforated at 4¼" to make 2-parts black ink, pre-numbered on right side both sections in black ink	1 M	\$ _____	\$ _____
	2 M	\$ _____	\$ _____
2. Airport Invoices, 8" x 5½", 3-part carbonless paper white 1 st sheet, yellow 2 nd sheet & pink 3 rd sheet with black ink pre-numbered upper right hand corner in red ink	5 C	\$ _____	\$ _____
3. Boat Ramp Daily Passes, 3" x 6", 80 lbs. cardstock blue perforated at 3¼" to make 2-parts black ink, pre-numbered in center both sections red ink	1 M	\$ _____	\$ _____
	2 M	\$ _____	\$ _____
4. Boat Ramp Seasonal Passes, 2" x 3¼", plastic (credit card style) yellow card with blue lettering & numbers in black ink, pre-numbered on left side logo & typesetting plastic card color to be determined	1 M	\$ _____	\$ _____
	2 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 2A – AIRPORT			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 2A – AIRPORT			(_____)

2B. PARKING REGULATIONS

1. Parking Lot Tickets, 2½" x 8½", 65 lbs. cardstock, two perforations perforated at 4½" and 7¼" printed black ink, pre-numbered in red ink in two places stapled in books of 50, colors of tickets to be determined	5 M	\$ _____	\$ _____
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<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2B. <u>PARKING REGULATIONS (CONTINUED)</u>			
2. Hang Tags, 3" x 8½", colored 65 lbs. cardstock printed in black ink to hang from rear view mirror die cut, color to be determined	5 M	\$ _____	\$ _____
3. Parking Lot Spitter Tickets, 7 pt. thermal white stock, magnetic stripe spitters 21/8" x 33/8" FAPD/SST; ¼" magnetic stripe – fan folded colors to be determined pre-numbered. Must fit Federal APD ticket spitters, packaged 5,000 per sleeve-20,000 sleeves per box (NO SUBSTITUTIONS)	0-10 Boxes	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 2B - PARKING REGULATIONS			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 2B - PARKING REGULATIONS			(_____)
2C. <u>TAX COLLECTION DIVISION</u>			
1. Official Search for Municipal Liens, 8½" x 14", carbonless 2-part continuous form white 1 st sheet & yellow 2 nd sheet, black ink, typesetting required	1 M	\$ _____	\$ _____
	2 M	\$ _____	\$ _____
2. Tax Sale Notices, 8" x 10¼", carbonless 2-part form white 1 st sheet & yellow 2 nd sheet red ink, perforated, continuous form, two forms per page	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
3. Tax Refund Voucher, 8½ x 11" carbonless 3-part paper white 1 st sheet, yellow 2 nd sheet & pink 3 rd sheet, typesetting required 2 color ink black & red	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 2C - TAX COLLECTION			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 2C - TAX COLLECTION			(_____)

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 3.0 – OCEAN CITY FIRE DEPARTMENT			
1. Patient History, 4¼" x 5½" carbonless 2-part form, white 1 st sheet & yellow 2 nd sheet, black ink	5 C	\$ _____	\$ _____
2. Privacy Pamphlet, 8½" x 11", 10 pt. white glossy paper, blue & red ink, tri-folded	4 M	\$ _____	\$ _____
3. Insurance Authorization/Refusal of Care Form, 8½" x 11", 20 lbs. white paper, black ink of 100 sheets to a pad	100 pads	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 3.0 - FIRE DEPARTMENT \$ _____

TOTAL NUMBER OF ITEMS BID IN GROUP 3.0 – FIRE DEPARTMENT (_____)

GROUP 4.0 – OCEAN CITY MUNICIPAL COURT

1. Reschedule Notice, 6¾" x 4¼", carbonless 4-part form white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	5 C	\$ _____	\$ _____
2. Jail Commitments, 8½" x 11", carbonless 3-part form white 1 st , yellow 2 nd & pink 3 rd sheet, black ink	5 C	\$ _____	\$ _____
3. Bail Recognizance Bond, 8½" x 11", carbonless 5-part form white 1 st , green 2 nd , yellow 3 rd , pink 4 th golden rod 5 th sheet, printed on both sides black ink	1 M	\$ _____	\$ _____
4. Authorization to Apply Bail (Waiver), 4" x 9¼", carbonless 3-part form, white 1 st , yellow 2 nd & pink 3 rd sheets, black ink	1 M	\$ _____	\$ _____
5. Subpoena to Testify Traffic Pad, 3½" x 6¼", carbonless 3-part form, white 1 st sheet, 20lb. paper, yellow 2 nd sheet 20lbs. paper & beige 65lbs. manila tag last sheet, made into pads of 25, black ink	100 pads	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0 – OCEAN CITY MUNICIPAL COURT (CONTINUED)			
6. Probation Order, 8½" x 14", carbonless 5-part form, 20 lbs. paper, white 1 st sheet, green 2 nd sheet, 8½" x 11" yellow 3 rd sheet, pink 4 th sheet & 8½" x 14" goldenrod sheet black ink	1 C	\$ _____	\$ _____
7. Pre-Arrestment Notice Early Screening, 8½" x 11" carbonless 3 part form white 1 st , yellow 2 nd & pink 3 rd , black ink	5 C.	\$ _____	\$ _____
8. Conditional Discharge Order, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	1 C	\$ _____	\$ _____
9. Bench Warrant, 8½" x 7", 80 lbs. white paper printed 2-sided, black ink	5 C	\$ _____	\$ _____
10. Order to Produce Defendant, 8½" x 11", carbonless 2-part form, white 1 st & Yellow 2 nd sheet, black ink type setting updating required (2008 version)	1 C	\$ _____	\$ _____
11. Check-Off Letter, 8½" x 11", carbonless 2-part form, white 1 st & Yellow 2 nd sheet, black ink	1 M	\$ _____	\$ _____
12. Transcript Request Form, 8½" x 11", carbonless 4-part form, white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	5 C	\$ _____	\$ _____
13. Transcript Transmittal Letter on Appeal, 8½" x 11", carbonless 4-part form, white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	5 C	\$ _____	\$ _____
14. Transcript of Docket, 8½" x 11", carbonless 4-part form, white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	5 C	\$ _____	\$ _____
15. Notice on First Appearance, 8½" x 11", carbonless 4-part form, white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	5 C	\$ _____	\$ _____
16. Subpoena to Testify: Criminal, 4¼" x 8½", carbonless 3-part white 1 st yellow 2 nd & pink 3 rd sheet, black ink	1 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0 – OCEAN CITY MUNICIPAL COURT (CONTINUED)			
17. Amendments, 3¾" x 4½", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	5 C	\$ _____	\$ _____
18. Order for Mediation, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	5 C	\$ _____	\$ _____
19. Order for Assigned Counsel, 8½" x 11", carbonless 2 part form, white 1 st & yellow 2 nd sheet, black ink (2008 version)	5 C	\$ _____	\$ _____
20. Notice of Appeal, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	2 C	\$ _____	\$ _____
21. IDRC, 8½" x 11", carbonless 3-part form, white 1 st , pink 2 nd & goldenrod 3 rd sheet black ink, typesetting required	5 C	\$ _____	\$ _____
22. Notice to Defendant: 39:4-50, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	2 C	\$ _____	\$ _____
23. Notice to Defendant: 2C:35-10, 8½" x 11", carbonless 2 part form, white 1 st & yellow 2 nd sheet, black ink	2 C	\$ _____	\$ _____
24. Request for Dismissal/Void, 9" x 4", carbonless 3-part form, white 1 st , pink 2 nd & goldenrod 3 rd sheet black ink (2008 version)	2 C	\$ _____	\$ _____
25. Plea Entered Pad, 4¼" x 5½", 20 lbs. white paper in pads of 100, black ink	2 C	\$ _____	\$ _____
26. Bail Receipt, 4" x 8", carbonless 4-part form white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink, in book of 50 each, pre numbered red, (2008 version)	20 books	\$ _____	\$ _____
27. Memo Form, 5½" x 8½", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	5 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0 – OCEAN CITY MUNICIPAL COURT (CONTINUED)			
28. Notice to Defendant (39:3-40), 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	2 C	\$ _____	\$ _____
29. Public Defender Letter, 8½" x 11", 20 lbs. white paper, black ink, (2008 version)	5 C.	\$ _____	\$ _____
30. Prisoner Video Request, 8½" x 11", 20 lbs. white paper, black ink	2.5 C	\$ _____	\$ _____
31. Fax Transmittal, 8½" x 11", 20 lbs. white paper, black ink	5 C	\$ _____	\$ _____
32. Pre-Trial Intervention, 8½" x 11", 20 lbs. white paper, black ink	2.5 C	\$ _____	\$ _____
33. Request for Criminal History Information, 8½" x 11", 20 lbs. white paper, black ink printed on both sides, typesetting required	2.5 C	\$ _____	\$ _____
34. Financial Questionnaire, 8½" x 11", 20 lbs. white paper, 4 sheets one sided print w/black ink, corner stapled in set (4 pages)	2.5 C	\$ _____	\$ _____
35. Notification of Bail Posted, 8½" x 11", 20 lbs. white paper, black ink	5 C	\$ _____	\$ _____
36. Termination of Seasonal Lease, 8½" x 11", 20 lbs. white paper, black ink typesetting required	1 C	\$ _____	\$ _____
37. Case History, Traffic Pad, 3½" x 5½", 20 lbs. white paper, black ink in pads of 100 each	2.5 C	\$ _____	\$ _____
38. Case History, Criminal Pad, 8½" x 11", 20 lbs. white paper, black ink in pads of 100 each	2.5 C	\$ _____	\$ _____
39. Judgment Entered, Quasi Criminal Traffic, 8½" x 11", 20 lbs. white paper, black ink typesetting required	2.5 C	\$ _____	\$ _____
40. Mediation Agreement, 8½" x 11", carbonless 4-part form white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	2.5 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0 – OCEAN CITY MUNICIPAL COURT (CONTINUED)			
41. Bail Sign-Out Sheet, 8½" x 11", 20 lbs. white paper, black ink	1 C	\$ _____	\$ _____
42. Video Conferencing Program Report, 8½" x 11", 20 lbs. white paper, black ink (2010 version)	1 C	\$ _____	\$ _____
43. Appeal Package, 8½" x 11", 20 lbs. white paper, black ink 11 sheets made into a package, cornered stapled (2010 version)	50 ea.	\$ _____	\$ _____
44. Certified Transcript of Docket, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	1 C	\$ _____	\$ _____
45. Suggestions, Customer Survey, 3½" x 8", 20 lbs. white paper, black ink made into pads of 50 each	20 pads	\$ _____	\$ _____
46. Records Request, 8½" x 5½", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	2 C	\$ _____	\$ _____
47. Conditional Discharge Final Disposition Report, 8½" x 11", 20 lbs. white paper, black ink	100 ea.	\$ _____	\$ _____
48. Drug Restraining Order, 8½" x 14", carbonless 4-part form white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	1 C	\$ _____	\$ _____
49. Judgment of Default on Forfeited Corporate Bail Bonds and Notice of Removal, 8½" x 11", carbonless 4-part form white 1 st , yellow 2 nd , pink 3 rd & goldenrod 4 th sheet, black ink	250 ea.	\$ _____	\$ _____
50. Case History, CDR Criminal Pad, 8½" x 9¼", 20 lbs. white paper, black ink 250 sheets per pad, black ink	2.5 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____
51. Interpreter Time Sheet Pad, 6" x 5", 20 lbs. white paper, black ink	2.5 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0 – OCEAN CITY MUNICIPAL COURT (CONTINUED)			
52. Quantum Interpreter Service Time Sheet, 8½" x 11", 20 lbs. white paper, black ink	2.5 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____
53. Records Request Response List, 8½" x 11", 20 lbs. white paper, black ink	2.5 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____
54. N. J. Judiciary M. C. Records Request, 8½" x 11", 20 lbs. white paper, black ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
55. Request to Approve Plea Agreement, 8½" x 4", 20 lbs. white paper, black ink, 250 sheets per pad, black ink	2 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____
56. Plea By Mail, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink (2008 version)	2 C	\$ _____	\$ _____
	5 C	\$ _____	\$ _____
57. Meter Inspection/Repair Request, 4" x 5½", carbonless 3-part form, white 1 st sheet 20lb. paper, yellow 2 nd sheet 20lbs. paper & beige 65lb. manila tag last sheet, black ink per-number in red ink	5 C	\$ _____	\$ _____
58. Sound Recording Log Pad, 4" x 6", 20 lbs. white paper, black ink 100 sheets per pad	10 pads	\$ _____	\$ _____
59. Personal Injury Ticket Transmittal Form, 8½" x 11", 20 lbs. white paper, black ink	50 each	\$ _____	\$ _____
60. Payment of Fines, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	1 C	\$ _____	\$ _____
61. Notice to Defendant Following Conviction 39:3-40, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink	1 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0 – OCEAN CITY MUNICIPAL COURT (CONTINUED)			
62. Jail Discharge, 8½" x 11", 20 lbs. white paper, black ink	5 C	\$ _____	\$ _____
63. Filing a Complaint in Municipal Court, 20 lbs. white paper, 5 sheets one sided print w/black ink, corner stapled in 5 page sets	2.5 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 4.0 - MUNICIPAL COURT			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 4.0 - MUNICIPAL COURT			(_____)
GROUP 5.0 – OCEAN CITY POLICE DEPARTMENT			
5A. POLICE DEPARTMENT FORMS			
1. Found Property/Evidence Tag, 31/8" x 6¼", 150 lbs. blue tag with string printed both sides, black ink	2 M	\$ _____	\$ _____
2. Miranda Warning & Waiver of Assertion, 4¼" x 9", 110 lbs. card stock white printed both sides, black ink	1 M	\$ _____	\$ _____
3. Storage Receipts for Towing, 8½" x 11", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink per number red ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
4. Open Property Cards, 6" x 3½", 150lbs. yellow cardstock printed both sides black ink	5 C	\$ _____	\$ _____
5. Evidence Tag, 6" x 3½", 150lbs. yellow cardstock printed both sides black ink	5 C	\$ _____	\$ _____
6. Tow Sheets, 8½" x 11", carbonless 3-part form, white 1 st , pink 2 nd & goldenrod 3 rd sheet black & red ink	5 C	\$ _____	\$ _____
7. Parking Permit-Official Use Only, 6¼" x 10", 65lbs. white glossy cardstock printed one side city logo w/blue ink	2 C	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5A. POLICE DEPARTMENT FORMS (CONTINUED)			
8. Warning Notice, 5"x 4 1/2", carbonless 2-part form, white 1 st & yellow 2 nd sheet, black ink pre-numbered in red ink	5 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 5A - POLICE DEPARTMENT FORMS			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 5A - POLICE DEPARTMENT FORMS			(_____)
5B. POLICE DEPARTMENT STICKERS/LABELS			
1. Abandoned Car Stickers, 5 1/2"x 8", Fasson's Latex Hammerlock or approved equivalent florescent red sticker with peel off back with black ink lettering	5 C	\$ _____	\$ _____
2. Bicycle License Decal, 2" x 3" Fasson's Latex Hammerlock or approved equivalent, white with red lettering pre-numbered in black ink, decal shall be waterproof peel off back	5 C	\$ _____	\$ _____
3. Boat License Decal, 3" x 4", Fasson's Latex Hammerlock or approved equivalent, 2-color to be determined (2010 orange with white lettering) pre-numbered in black, decal shall be waterproof peel off back	2 C	\$ _____	\$ _____
4. Beach Vehicle Permit Decal, 3" x 4" Fasson's Latex Hammerlock or approved equivalent, 2-color to be determined (2010 blue with white lettering) pre-numbered in black, decal shall be waterproof peel off back reverse printing so sticker will adhere to inside of windshield	5 C	\$ _____	\$ _____
5. Accident Car Stickers, 5 1/2"x 8", Fasson's Latex Hammerlock or approved equivalent, florescent orange, with black lettering, shall be waterproof with peel & stick backing	5 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 5B - POLICE DEPARTMENT FORMS			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 5B - POLICE DEPARTMENT FORMS			(_____)

GROUP 6.0 – OCEAN CITY PUBLIC WORKS DEPARTMENT

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
6A. PUBLIC WORKS DEPARTMENT FORMS			
1. Recycling Guidelines Brochure, 8½" x 11", flat folds #10 trifold 80# recycled paper 4-color process recycled paper	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
2. Postcard Guidelines Recycling, 4" x 6", 200 lbs. or other standard postcard weight black print on colored paper recycled	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
3. Equipment Work Order, 8½" x 11", gold cardstock, printed both sides, black ink	5 C	\$ _____	\$ _____
4. Vehicle Check List, 8½" x 11", white paper, black ink	2 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 6A – PUBLIC WORKS FORMS			\$ _____

TOTAL NUMBER OF ITEMS BID IN GROUP 6A – PUBLIC WORKS FORMS (_____)

6B. PUBLIC WORKS DEPARTMENT STICKERS/LABELS

1. Return Address Label, 3" x 5" white peel & stick label with blue border with Public Works return address on top and to area on bottom portion pin feed, blue ink	5 C	\$ _____	\$ _____
2. Recycling Stickers – Paper, 10" x 7" stickers, Flexcon DPM Flex white vinyl sheet with RTS adhesive; cut single w/back slit on a stay flat liner to prevent rolling; over laminated with polyester film or equivalent to resist household cleaners and solvents; printed with fade resistant inks, 2-color to be determined at the time of printing; bundled in packages of 100, supplied camera ready	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____

GROUP 6.0 – OCEAN CITY PUBLIC WORKS DEPARTMENT

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
6B. PUBLIC WORKS DEPARTMENT STICKERS/LABELS				
3.	Recycling Stickers - Bottles & Cans, 10" x 7" stickers, Flexcon DPM Flex white vinyl sheet with RTS adhesive; cut single w/back slit on a stay flat liner to prevent rolling; over laminated with polyester film or equivalent to resist household cleaners and solvents; printed with fade resistant inks, 2-color to be determined at the time of printing; bundled in packages of 100, supplied camera ready	5 M	\$ _____	\$ _____
		10 M	\$ _____	\$ _____
4.	Recycling Stickers - Yard Waste, 10" x 7" stickers, Flexcon DPM Flex white vinyl sheet with RTS adhesive; cut single w/back slit on a stay flat liner to prevent rolling; over laminated with polyester film or equivalent to resist household cleaners and solvents; printed with fade resistant inks, 2-color to be determined at the time of printing; bundled in packages of 100, supplied camera ready	5 M	\$ _____	\$ _____
		10 M	\$ _____	\$ _____
5.	Trash & Litter Stickers, 10" x 7" stickers, Flexcon DPM Flex white vinyl sheet with RTS adhesive; cut single w/back slit on a stay flat liner to prevent rolling; over laminated with polyester film or equivalent to resist household cleaners and solvents; printed with fade resistant inks, 2-color to be determined at the time of printing; bundled in packages of 100, supplied camera ready	5 M	\$ _____	\$ _____
		10 M	\$ _____	\$ _____
6.	Recycling Guideline Magnets – Residents, 5½" x 2¾", 20 mil., two (2) color gold & blue copy to show through as white if needed. Screen for illustration of bottle and can blue & green ink to run to edge (a bleed)	5 M	\$ _____	\$ _____
		10 M	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 6B – PUBLIC WORKS LABELS \$ _____

TOTAL NUMBER OF ITEMS BID IN GROUP 6B – PUBLIC WORKS LABELS (_____)

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 7.0 – OCEAN CITY TOURISM DEVELOPMENT COMMISSION			
1. Summer Brochure, 18" x 16", glossy paper, folded 4 times, color photos, typesetting	50 M	\$ _____	\$ _____
	100 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 7.0 – TOURISM DEVELOPMENT			\$ _____
TOTAL NUMBER OF ITEMS BID GROUP 7.0 – TOURISM DEVELOPMENT			(_____)

GROUP 8.0 – OCEAN CITY CITYWIDE LETTERHEAD

1. Letterhead, 8½" x 11", 25% cotton fiber gold City seal, blue ink standardized format Department/ Division will be determined at the time of the placement of the order, supplied camera ready	1 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 8.0 – CITYWIDE LETTERHEAD			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 8.0 – CITYWIDE LETTERHEAD			(_____)

GROUP 10.0 – OCEAN CITY ENVELOPES

1. Standardized Envelopes, #10 envelopes 25% cotton fiber, blue ink to match letterhead Department/Division will be determined at the time of order, supplied camera ready	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
2. Fire Division Envelopes, 12" x 13", white, return address printed in the upper left hand corner	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 10.0 – OCEAN CITY ENVELOPES			
3. Fire Prevention Envelopes, 6½" x 3½", white with blue ink	5 C	\$ _____	\$ _____
4. Envelopes #10 Regular, 24 lbs., blue ink	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
5. Envelopes #10 Window, 24 lbs., blue ink with rounded flap	1 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
	25 M	\$ _____	\$ _____
6. Recycling Envelopes, #10 regular, 24 lbs. printed on both sides with blue ink	1 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
7. Revenue Collection Envelopes, 3 7/8" x 8 7/8" blue with black ink	1 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
8. Marriage License Envelopes, 9" x 9" white with black ink	5 C	\$ _____	\$ _____
9. Human Resources Envelopes, 12" x 9" peel & seal 24 lbs white with black ink	5 C	\$ _____	\$ _____

GROUP 10.0 – OCEAN CITY ENVELOPES (CONTINUED)

<u>ITEM# DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9. Licensing Envelopes,			
#9 (a) blue	5 M	\$ _____	\$ _____
(b) pink	5 M	\$ _____	\$ _____
(c) green	5 M	\$ _____	\$ _____
(d) yellow	5 M	\$ _____	\$ _____
10. Music Pier Box Office Envelopes, 6½" x 3 ^{5/8} ", white, printed in blue ink	5 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 10.0 – ENVELOPES			\$ _____
TOTAL NUMBER OF ITEMS BID IN GROUP 10.0 – ENVELOPES			(_____)

TOTAL DOLLAR AMOUNT FOR ALL ITEMS ON THE CITY'S CONTRACT..... \$ _____

TOTAL NUMBER OF GROUPS BID ON FOR THE CITY'S CONTRACT.....(_____)

TOTAL NUMBER OF ITEMS BID ON FOR THE CITY'S CONTRACT.....(_____)

- ❖ **Delivery shall be made within four (4) weeks after receipt of purchase order(s).**
- ❖ **Samples are available for review in the Purchasing Division Office located in City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ**
- ❖ **Please contact Janice Mruz, Principal Clerk @ (609) 525-9356, if you wish to schedule an appointment to review or examine the samples.**

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

CITY CONTRACT # 12-04, PRINTING SERVICES

GROUP 1.0 – OCEAN CITY HIGH SCHOOL

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Literary Magazine High School, Approx. 90 pages, with cover cardstock glossy apprx. 13 pages colored, printed both sides black and multi-color inks, 8½" x 14". Typesetting required custom printed on two (2) sides	2 C	\$ _____	\$ _____
2.	Late Bus Passes, 3" x 5", black ink, four (4) separate colors to be determined	1 C/pads	\$ _____	\$ _____
3.	Pass, 3" x 5", white paper with black ink, 50 sheets per pad	5 C/pads	\$ _____	\$ _____
4.	Student/Parent Handbook Calendar, Custom printed, red border with black ink	2 M	\$ _____	\$ _____
5.	Certificate of Award, 8½" x 11", cardstock, certificate paper, with black ink, 2 proofs required before printing/samples	5 C	\$ _____	\$ _____
6.	Activity/Events Programs, (24 hour delivery is required after proof of verification)			
	(a) Academic Awards Program	5 C	\$ _____	\$ _____
	(b) Baccalaureate Program	5 C	\$ _____	\$ _____
	(c) Graduation Program	4 M	\$ _____	\$ _____
7.	Discipline Referral, 4½" x 8½", 2-part NCR paper white & yellow with black ink	1 M	\$ _____	\$ _____
8.	Notice of Suspension/Incident Report 8½" x 11", 2-part NCR paper white & Yellow with black ink	5 C	\$ _____	\$ _____
9.	Student Activities Account, 8½" x 11", camera ready White	2 C	\$ _____	\$ _____
	Blue	2 C	\$ _____	\$ _____

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

GROUP 1.0 – OCEAN CITY HIGH SCHOOL (CONTINUED)

<u>ITEM# DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9. Ocean City High School Graduation Tickets, 2" x 3¾" with black ink, color of tickets to be determined.			
a. color to be determined	4 M	\$ _____	\$ _____
b. color to be determined	1.5 M	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 1.0 – OCEAN CITY HIGH SCHOOL.....\$ _____

**TOTAL NUMBER OF ITEMS BID ON IN GROUP 1.0 – OCEAN CITY HIGH SCHOOL.....
(_____)**

GROUP 2.0 – OCEAN CITY INTERMEDIATE SCHOOL, MAIN OFFICE

1. Early Dismissal Slip, ½" x 4¼", 2-part NCR, white & yellow paper with black ink	5 C	\$ _____	\$ _____
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TOTAL DOLLAR AMOUNT IN GROUP 2.0 - INTERMEDIATE SCHOOL- MAIN OFFICE..... \$ _____

TOTAL NUMBER OF ITEMS BID ON IN GROUP 2.0 - INTERMEDIATE SCHOOL- MAIN OFFICE (_____)

GROUP 3.0 – OCEAN CITY INTERMEDIATE SCHOOL, GUIDANCE OFFICE

1. Cumulative Folders/File Type, 12" x 11", manila paper, 100 per box with black ink	1 box	\$ _____	\$ _____
2. Student Registration Sheet, 8½" x 11", 3-part NCR, white, pink, & yellow paper, 200 sheets per package	2 pkgs	\$ _____	\$ _____
3. Student Health Record, Redi-seal white booklet envelope 9" x 12" with opening on long side of envelope. Printing on envelope as shown in sample	1 C	\$ _____	\$ _____

**TOTAL DOLLAR AMOUNT IN GROUP 3.0 – OCEAN CITY INTERMEDIATE SCHOOL
GUIDANCE OFFICE..... \$ _____**

**TOTAL NUMBER OF ITEMS BID ON IN GROUP 3.0 – OCEAN CITY INTERMEDIATE SCHOOL
GUIDANCE OFFICE (_____)**

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

<u>ITEM# DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 4.0- OFFICE OF THE SUPERINTENDENT OF SCHOOLS			
1. Request to be Absent Form, 5½" x 8½", 4-part NCR paper, white, yellow, pink & goldenrod with black ink, 2 per sheet. Please note revisions.	4M	\$ _____	\$ _____
2. Professional Leave Request Form, 8½" x 11", 3-part NCR paper, white, yellow & pink with black ink	2M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 4.0 - OFFICE OF THE SUPERINTENDENT.....			\$ _____

TOTAL NUMBER OF ITEMS BID ON IN GROUP 4.0 - OFFICE OF THE SUPERINTENDENT (_____)

GROUP 5.0 – OCEAN CITY PRIMARY SCHOOL

1. Early Dismissal Slips, 4¼" x 3½", 2-part NCR, white & yellow with black ink	1 M	\$ _____	\$ _____
2. Tardy Admit Slips, 4 1/8" x 3 1/2", 2-part NCR, white & pink with black ink	1 M	\$ _____	\$ _____
2. Cumulative Folders, 18½" x 11¾" tag, folded with ½" lip at the top on the back with black ink	1 C	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 5.0 - PRIMARY SCHOOL..... \$ _____

TOTAL NUMBER OF ITEMS BID ON IN GROUP 5.0 - PRIMARY SCHOOL (_____)

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

<u>ITEM# DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 6.0 – HIGH SCHOOL- ATHLETIC DEPARTMENT			
1. Season Passes (Adult), 2¼" x 4", cardstock with black ink, pre-numbered in red, color to be determined	2 C	\$ _____	\$ _____
2. Season Passes (Student), 2¼" x 4", cardstock with black ink, pre-numbered in red, color to be determined	2 C	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 6.0 - HIGH SCHOOL-ATHLETIC DEPARTMENT			\$ _____

**TOTAL NUMBER OF ITEMS BID ON IN GROUP 6.0 – OCEAN CITY HIGH SCHOOL -
ATHLETIC DEPARTMENT (_____)**

GROUP 7.0 – HIGH SCHOOL GUIDANCE OFFICE

1. Ocean City High School Profile, 8½" x 11", 2-sided, card stock with red and black ink, folded (2 folds), custom printed	3 M	\$ _____	\$ _____
2. Schedule Change Forms, 5½" x 8½", 3-part NCR, white, yellow & pink with black ink	1 M	\$ _____	\$ _____
3. Academic Progress Report, 5½" x 8½", 3-part NCR, white, yellow & pink with black ink	1 M	\$ _____	\$ _____
4. Student Folders, Cumulative Folders 11½" x 9 1/8" tag, folded with a ½" lip at the top on the back, printed inside and outside with black ink	5 C	\$ _____	\$ _____
5. OCHS Program of Studies Booklet, 2011-2012, 40-45 pages. 8½" x 11" color cardstock cover, custom graphics per disc specification which will be provided with 2-color ink	1.5 M	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 7.0 - HIGH SCHOOL- GUIDANCE OFFICE..... \$ _____

TOTAL NUMBER OF ITEMS BID ON IN GROUP 7.0 - HIGH SCHOOL- GUIDANCE OFFICE (_____)

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

<u>ITEM# DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
GROUP 8.0 – BOARD OF EDUCATION ENVELOPES			
1. #10 Envelopes with Return Address, White paper with black ink substance 24, white wove, Add: Return Service Requested as per sample note changes to return address on samples. Single-sided printing. Please note any changes.	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
	3 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
2. Report Card Envelopes, 4½" x 10 ^{3/8} ", white paper with return address. Double-sided printing. Please note any changes.	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
3. #10 Window Envelopes, white with black ink, 24 lbs. weight, white wove. Single-sided printing only. Please note any changes.	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
	3 M	\$ _____	\$ _____
	5 M	\$ _____	\$ _____
	10 M	\$ _____	\$ _____
4. White Peel & Stick Catalog Envelopes, 9" x 12" white paper with return address with black ink as per sample.	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 8.0 – ENVELOPES.....			\$ _____
TOTAL NUMBER OF ITEMS BID ON IN GROUP 8.0 – ENVELOPES			(_____)

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

GROUP 9.0 – OCEAN CITY BOARD OF EDUCATION LETTERHEAD/MEMO PAPER

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Standardized Letterhead, 8½" x 11", white bond paper with black ink, 25% cotton watermarked bond 25 lbs. Letterhead information to be determined by requesting School or Department. Please note any changes.	5 C	\$ _____	\$ _____
		1 M	\$ _____	\$ _____
		2.5 M	\$ _____	\$ _____
		3 M	\$ _____	\$ _____
		5 M	\$ _____	\$ _____
2.	Standardized Memo Sheets, 5½" x 8½", white paper with black ink, printed with name at top padded, 100 sheets to pad camera ready	10 pads	\$ _____	\$ _____
		20 pads	\$ _____	\$ _____
3.	Bond Paper, to match standardized letterhead 25% cotton watermarked bond, 25 lbs.	5 C	\$ _____	\$ _____
		1 M	\$ _____	\$ _____
4.	Copy Alert Security Paper, 8½" x 11", with imprint, for report cards and interims. Patent #5,788,285, Color: gray	2.5 M	\$ _____	\$ _____
TOTAL DOLLAR AMOUNT IN GROUP 9.0 - LETTERHEAD/MEMO PAPER.....				\$ _____
TOTAL NUMBER OF ITEMS BID ON IN GROUP 9.0 - LETTERHEAD/MEMO PAPER.....				(_____)

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

GROUP 10.0 – OCEAN CITY BOARD OF EDUCATION BUSINESS CARDS

<u>ITEM# DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. Standardized Business Cards, standardized format 80 lbs. laid, bright white, 2-color, red, black camera ready	5 C	\$ _____	\$ _____
	1 M	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT IN GROUP 10.0 – BOE BUSINESS CARDS \$ _____

TOTAL NUMBER OF ITEMS BID ON IN GROUP 10.0 - BOE BUSINESS CARDS (_____)

TOTAL DOLLAR AMOUNT FOR ALL ITEMS ON THE BOARD OF EDUCATION'S CONTRACT \$ _____

TOTAL NUMBER OF GROUPS BID ON FOR THE BOARD OF EDUCATION'S CONTRACT..... (_____)

TOTAL NUMBER OF ITEMS BID ON FOR THE BOARD OF EDUCATION'S CONTRACT..... (_____)

- ❖ **Delivery shall be made within four (4) weeks after receipt of purchase order(s).**
- ❖ **Samples are available for review in the Purchasing Office located in City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ**
- ❖ **Please call Janice Mruz, Principle Clerk @ (609) 525-9356 to schedule an appointment to review or examine the samples.**

THE CITY OF OCEAN CITY & THE OCEAN CITY BOARD OF EDUCATION
CAPE MAY COUNTY, OCEAN CITY, NJ

City Contract #12-04
Printing Services for the City of Ocean City & the Ocean City Board of Education

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

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: **City Contract # 12-04, Printing Services for the City of Ocean City and the Ocean City Board of Education**

STATEMENT OF AUTHORITY

INDIVIDUAL/COMPANY NAME: _____

BUSINESS ADDRESS: _____

SUBMITTED BY: _____
(Please Print)

SIGNATURE: _____

TITLE: _____

TELEPHONE #: _____ FAX #: _____

EMAIL ADDRESS: _____

TAXPAYER IDENTIFICATION #: _____

DATED: ____ / ____ / 2011

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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) ▶ _____	
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.

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

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

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 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.