

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

**City Competitive Contract - City Contract # CC-11-31,
Competitive Contract for a Public Marina Design, Build,
Maintenance & Operation License Agreement
for 200 Bay Avenue (Block: 215, Lots: 3, 3.01, 4 & 4.01)**

Department of Administration Approval

Michael A. Dattilo
City Business Administrator

Purchasing Division Approval

Joseph S. Clark, QPA
City Purchasing Manager

Darleen Korup, RPPS
Purchasing Assistant

Department of Law Approval

Dorothy F. McCrosson, Esq.
City Solicitor

THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
COMPETITIVE CONTRACT – REQUEST FOR PROPOSAL

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

COMPETITIVE CONTRACT
REQUEST FOR PROPOSAL #: _____ **11-31**

SPECIFICATIONS FOR: _____ **COMPETITIVE CONTRACT FOR A PUBLIC MARINA DESIGN, BUILD, MAINTENANCE & OPERATION LICENSE AGREEMENT FOR 200 BAY AVENUE (BLOCK: 215, LOTS: 3, 3.01, 4 & 4.01)**

RFP OPENING DATE, TIME
& LOCATION: _____ **TUESDAY, NOVEMBER 22, 2011 @ 2:00 PM, EST**

CITY OF OCEAN CITY, CITY HALL
ROOM #301, COUNCIL CHAMBERS
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

SUBMIT RFP'S TO: _____ **CITY CLERK'S OFFICE**

CITY HALL, ROOM #101
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

TWELVE (12) SETS OF
PROPOSALS TO BE SUBMITTED: _____ **REQUIRED, SEE SECTION 1.0 OF THE GENERAL CONDITIONS**

& INSTRUCTIONS FOR CITY CONTRACTS

NJ AFFIRMATIVE ACTION: _____ **REQUIRED, SEE SECTION 13.0 OF THE GENERAL CONDITIONS**

& INSTRUCTIONS FOR CITY CONTRACTS

BID DEPOSIT/SECURITY: _____ **REQUIRED, SEE SECTION 18.0 OF THE GENERAL CONDITIONS**

& INSTRUCTIONS FOR CITY CONTRACTS

CONSENT OF SURETY: _____ **REQUIRED, SEE SECTION 19.0 OF THE GENERAL CONDITIONS**

& INSTRUCTIONS FOR CITY CONTRACTS

PERFORMANCE BOND: _____ **REQUIRED, SEE SECTION 20.0 OF THE GENERAL CONDITIONS**

& INSTRUCTIONS FOR CITY CONTRACTS

NJ BUSINESS REGISTRATION
CERTIFICATE (BRC): _____ **REQUESTED, SEE SECTION 26.0 OF THE GENERAL CONDITIONS**

& INSTRUCTIONS FOR CITY CONTRACTS

PURCHASING CONTACT: _____ **JOSEPH S. CLARK, OPA, CITY PURCHASING MANAGER**
TELEPHONE #: _____ **(609) 525.9354**
FAX#: _____ **(609) 399.3779**
E-MAIL ADDRESS: _____ **jclark@ocnj.us**

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

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

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

1.0 INSTRUCTIONS, FORMS & SPECIFICATIONS

- 1.1 Instructions, forms and specifications may be downloaded from the City of Ocean City's website @ www.ocnj.us or obtained in person or by U.S. mail from the Ocean City Purchasing Division, City Hall, Room # 203, 861 Asbury Avenue, Ocean City, NJ 08226-3642.
- 1.2 All proposals are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Copies of this Proposal Form are available online @ www.ocnj.us or at the Purchasing Division Office.
- 1.3 All bidders shall be required to submit **twelve (12) complete sets one (1) original and eleven (11) exact photocopies** of the Proposal Forms, Bidders Qualifications and required documents. All proposals shall to be submitted in a sealed envelope approximately 10" x 13" or larger addressed to the City Clerk of the City of Ocean City, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226 and clearly marked with the name and address of the bidder and the number and title of the proposal. 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 proposal opening deadline.
- 1.4 All proposals shall be required to be received by the City Clerk's Office, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226 on or before the time and date specified in the specifications.
- 1.5 No proposals will be considered in which the Proposal, Specifications or any Provisions have been modified, without the permission of the City Purchasing Manager.
- 1.6 Additional information or clarification of any of the instructions or information contained herein may be obtained for the City Purchasing Manager.
- 1.7 To better insure fair competition and to permit a determination of the most qualified bidder, proposals may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non responsible bids that are obviously unbalanced.
- 1.8 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the City Purchasing Manager in writing not less than seven (7) business days prior to the receipt of the proposals. Exceptions, as taken, in no way obligate the City to change the specifications. As may be required, the City Purchasing Manager will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

2.0 PREPARATION OF THE RFP PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the RFP proposal package. Failure to do so will be at the bidder's own risk.
- 2.2 All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required. If and when applicable, a bidder chooses not to bid on specific items, they shall then be required to place the wording "NO BID" or "N/B" on the specified line on the proposal form.
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each proposal form with their name and current address.
- 2.4 If erasures or other changes appear on the proposal forms, each erasure or change shall be required to be initialed in ink by the individual signing the RFP proposal.
- 2.5 The Request for Proposal number, the vendor's name a current business address shall appear on any technical data or other information furnished by the vendor with the RFP proposal.
- 2.6 Receipt of amendments/addendum by the bidders must be acknowledged prior to the proposal opening date. Addendum received prior to the proposal submittal, should be acknowledged in the appropriate space on the proposal form. Addendum received after the submittal of the proposal package shall be required to forward a copy of the appropriate form to the Purchasing Division by either letter or fax acknowledging the receipt of the addendum.
- 2.7 Any documents intended to supplement or deviate from the express requirements of this Request for Proposals (RFP's) may result in a rejection of that bid. Bidder quotation forms duplicating the items listed on the enclosed proposal can be confusing and are not requested.
- 2.8 Signed proposal sheets and all the price sheets, which the bidder has offered, pricing, shall be returned for the proposal to be considered.

3.0 MODIFICATIONS OR WITHDRAWAL OF THE REQUEST FOR PROPOSAL (RFP)

- 3.1 A proposal that is in the possession of the City's Clerk may be altered by letter, or fax transmission bearing the signature or name of the person authorized for submittal of a proposal, provided that it is received prior to the time and date of the proposal opening. Under no circumstances shall the transmittal reveal the proposal price or any changes to those figures, but should only indicate the addition, subtraction or other change in the documents or required support materials.
- 3.2 A proposal that is in the possession of either the City Clerk may be withdrawn by the bidder in person or by written notarized request up until the time of the proposal opening. Proposals may not be withdrawn after the proposal opening, unless both the City Business Administrator and the City Purchasing Manager have granted formal approval.
- 3.3 The use of trade names by the City is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Proposals on all brands and models may be considered, provided the bidder clearly states in the proposal exactly what they propose to furnish. The bid shall also be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature shall be forwarded with the proposal on all proposed substitutes or the 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.

3.0 MODIFICATIONS OR WITHDRAWAL OF THE REQUEST FOR PROPOSAL (RFP) (CONTINUED)

- 3.4 If a bidder proposes an item different than the item identified and does not provide a manufacturer's specification for that item, the bidder may be found non-responsible for that item.
- 3.5 The City Purchasing Manager reserves the right to approve or reject any proposed substitutes that are a variation from the City's specifications or requirements and to accept any item or group of items as may be in the best interest of the City and in accordance with the New Jersey Local Public Contracts Law.

4.0 TAX EXEMPT STATUS

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

5.0 AWARD & PURCHASE

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

6.0 ASSIGNMENT OF THE CONTRACT

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

7.0 ABANDONMENT OR DELAY OF THE CONTRACT

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

8.0 TERMINATION CLAUSE

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

9.0 CONTRACTOR'S COOPERATION

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

10.0 RESERVATIONS

- 10.1 The City reserves the right to reject any and/or all proposals or parts of the proposals and to waive any informalities or technicalities in the bids as the interest of the City may require and may be permitted by the New Jersey Local Public Contracts Law.
- 10.2 The City reserves the right to award contracts or place orders on a lump sum or individual item basis or such combination as shall, in its judgment, is in the best interest of the City of Ocean City and in accordance with the New Jersey Local Public Contracts Law.
- 10.3 The City may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased nor increased estimated operating, maintenance and repair cost to the City.

11.0 DEVIATIONS FROM THE SPECIFICATIONS

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

12.0 LAWS & REGULATIONS

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

13.0 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS (REQUIRED TO BE SUBMITTED WITH THE RFP)

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

14.0 STOCKHOLDER DISCLOSURE STATEMENT (REQUIRED TO BE SUBMITTED WITH THE RFP)

- 14.1 Whereas, NJSA 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid/RFP or accompanying the bid/RFP of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all partners in the partnership who own a ten (10%) percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporation and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid/RFP.

15.0 NON-COLLUSION AFFIDAVIT (REQUIRED TO BE SUBMITTED WITH THE RFP)

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

16.0 INDEMNITY REQUIREMENTS & HOLD HARMLESS

- 16.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the City of Ocean City and the County of Cape May harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.
- 16.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the City/County and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.
- 16.3 The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representative.
- 16.4 It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligations to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.
- 16.5 It is further understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligation assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

17.0 INSURANCE REQUIREMENTS

- 17.1 Unless otherwise required by special conditions of this Request for Proposal, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:
- 17.2 Comprehensive General Liability Insurance
- 17.2.1 General Liability limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate products and completed operations.
- 17.3 Worker's Compensation Insurance Statutory Coverage, including employer's liability coverage.
- Note: The successful bidder shall provide the City and the County with certificates of insurance evidencing the coverages required above. Such certificates shall provide that the City and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. These certificates must be provided and on file with the City Purchasing Division prior to commencing work in connection with this contract.
- 17.4 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

18.0 BID SECURITY (REQUIRED TO BE SUBMITTED WITH THE RFP)

- 18.1 Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00 payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to NJSA 40A:11-21
- 18.2 The bid security of all bidders except the three (3) apparent qualified - responsible bidders, The check or bond of the unsuccessful bidder(s) shall be returned pursuant to NJSA 40A:11-24a after the opening of bids. The bid security of the remaining unsuccessful bidders will be returned within three (3) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the contractor's Performance Bond.
- 18.3 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.
- 18.4 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.
- 18.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

18.0 CERTIFICATE OF SURETY (REQUIRED TO BE SUBMITTED WITH THE RFP)

- 18.6 Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to NJSA 40A:11-22.
- 18.7 All bonds shall be approved as to form and sufficiency by the City Solicitor's Office. If the 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.
- 18.8 The Certificate of Surety documents shall include the following information, in order to be considered complete by the City.
- 18.8.1 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.
- 18.8.2 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.
- 18.8.3 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.
- 18.8.4 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.

19.0 TOBACCO & DRUG FREE ENVIRONMENT

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

20.0 NEW JERSEY WORKER & COMMUNITY RIGHT TO KNOW ACT (WHEN APPLICABLE)

- 20.1 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the City to assure that every container bears a proper label at a City facility. This complies with PL 1983, Chapter 315, "Worker and Community Right-to-Know Act", Subsection B, Section 14 and 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 Division.

21.0 CONFLICT OF INTEREST POLICY

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

22.0 PREVAILING WAGE RATES REQUIREMENTS (REQUIRED FOR THIS CONTRACT AS IT RELATES TO CONSTRUCTION ON THE SITE)

- 22.1 Pursuant to NJSA 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available @ www.state.nj.us/labor/lsse/lspubcon.html.
- 22.2 The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. When applicable certified payrolls shall be required and noncompliance of this requirement will be cause for delay in the process of payments.

23.0 AMERICANS WITH DISABILITIES ACT OF 1990

- 23.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read American with Disabilities language as indicated below and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.
- 23.2 The contractor and the City of Ocean City, hereafter "owner") do hereby agree that the provisions of Title 11 of the American With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

23.0 AMERICANS WITH DISABILITIES ACT OF 1990 (CONTINUED)

- 23.3 In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act. During the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, as its own expense, appear, defend, and pay any and all changes for legal services and any and all cost and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

24.0 MANDATORY AFFIRMATIVE ACTION REQUIREMENTS & CERTIFICATION (REQUIRED TO BE SUBMITTED WITH THE RFP)

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

25.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUESTED TO BE SUBMITTED WITH RFP)

- 25.1 Whereas, NJSA 52:25-24.2 requires that each bidder (contractor) submit proof of business registration prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC can be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet @ www.nj.gov/njbgs or by telephone @ (609) 292.1730. NJSA 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods and services for a contractor fulfilling this contract:
 - 25.1.1 The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.
 - 25.1.2 Prior to receipt of the final payment form a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were utilized.
 - 25.1.3 During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales Tax Act (NJSA 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 25.2 A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of the violation, not to exceed \$50,000 dollars for each business registration not properly provided and/or maintained under a contract with a contracting agency. Information on the law and the requirements is available by calling (609) 292.1730.

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

- 26.1 Pursuant to the recent Senate Bill (S-2) that has been signed into law in the State of New Jersey concerning "Pay-to-Play" issues, all contractors are being placed on notice of the following:
- 26.2 The bill prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$25,000 dollars with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE PROPOSAL PACKAGE

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

RIGHT TO EXTEND - TIME FOR AWARD

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

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

SIGNED: _____
(SIGNATURE)

TITLE: _____
(PRINTED OR TYPED)

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 ten (10%) percent or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this _____ day of _____, 20 __

(Signature of the Notary Public)

My Commission expires: __ / __ / __

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE PROPOSAL PACKAGE

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 Contractor) (N.J.S.A. 52:34-15)

Signature of Contractor _____

Subscribed and Sworn to _____

before me this _____ day

of _____,

(Also type or print name of affiant under signature)

Notary Public of _____

My Commission Expires: ____ / ____ / ____

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE PROPOSAL PACKAGE

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 PROPOSAL PACKAGE

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**

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH PROPOSAL PACKAGE

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

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

Goods & General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATED: ____ / ____ /2011

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH PROPOSAL PACKAGE

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum Number	Dated	Acknowledgement Receipt (Initial Below)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **If no addenda were received, please indicate with a check mark.**

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Dated: ____ / ____ / **2011**

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE PROPOSAL PACKAGE

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

BIDDER'S CHECKLIST

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

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

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

**Competitive Contract #CC-11-31 for the Public Marina Design, Build,
Maintenance & Operation License Agreement
for 200 Bay Avenue (Block: 215, Lots: 3, 3.01, 4 & 4.01)**

1.0 Definitions

- 1.1 "The City" shall mean the City of Ocean City as the Licensor.
- 1.2 "The County" shall mean the County of Cape May as the Owner of the Proposed Public Marina Site.
- 1.3 "Proposed Public Marina Site", "Property" and the "Site" shall mean the area described under Section III of this Request for Proposal.
- 1.4 "Operator", "Contractor" and "Approved Marina Operator" shall mean a qualified marina operator or corporation that has submitted a valid proposal.
- 1.5 "License" shall mean the Operator's privilege to use the Site without any possessory interest and under the City's ownership.
- 1.6 "Licensee" shall mean the Operator who submits the proposal that is accepted by the City.
- 1.7 "Licensor" shall mean the City of Ocean City.

2.0 Overview of the Contract

- 2.1 The City of Ocean City seeks proposals from qualified marina operators for the purpose of construction, operation, and management of a public marina for a specified period of time, and during specified hours of operation, throughout the calendar year. The proposal shall be for a License to utilize the Proposed Public Marina Site. The License to use the site shall be **expressly and strictly limited to use of the Ocean City Marina Site for the operation of a public marina**. The Licensee shall have the privilege to occupy the Site under the County's ownership and approval. As the Licensor, the City anticipates and acquiesces to the Licensee investing substantial capital for the placement, operation, and management of a public marina at the specified Site. Therefore, the License shall be irrevocable during its term, provided the Operator complies with the conditions noted throughout this Competitive Contract and the anticipated contract between the City and the Operator.

3.0 Proposed Public Marina Site

- 3.1 The Proposed Public Marina Site is owned by the County of Cape May and operated by the City of Ocean City pursuant to a Leasing and Management Agreement. The Proposed Public Marina Site is located on a portion of Block: 215, Lots: 3, 3.01, 4 & 4.01 at 200 Bay Avenue, Ocean City, NJ 08226. The Site consists of two (2) upland lots improved with shelled and grassed areas and that is currently being utilized as a public park and parking lot area, and two (2) adjacent riparian lots currently improved with docks, walkways and boat slips. The License shall be issued strictly for use of the Site for the creation of a public marina with associated parking, including boat slips, park use, personal water craft slips, kayak launch ramps, fishing pier and transient slip(s).
- 3.2 Alternative proposals shall be submitted to include the installation and maintenance of both a fuel dock and a vessel waste disposal system.

3.0 **Proposed Public Marina Site (Continued)**

- 3.3 Further improvements to the existing upland lots shall be subject to Green Acres regulations and subsequent approvals.
- 3.4 The proposal shall provide for continued public access to the bay, at no charge for activities such as but limited to crabbing, fishing, etc...
- 3.5 At the conclusion of the lease period, the improvements to the property will be owned by the Licensor.
- 3.6 The final contract and its duration shall be subject to final review and approval of the County of Cape May.

4.0 **Minimum Operator Qualifications**

- 4.1 The minimum qualification for marina operators responding to this Competitive Contract is that they shall possess a minimum of ten (10) years of continuous experience in the operation of marina uses and/or facilities.

5.0 **Request for Proposals (RFP's)**

- 5.1 The City of Ocean City shall receive sealed request for proposals (RFP's) from qualified marina operators for the design, construction, maintenance and operation of a public marina. All proposals shall be required to include a description, and documentation in support, of the qualifications of the Operator in the following areas shall be evaluated by the contract review committee:

- 5.1.1 Ability to perform/Experience in marina operations – 30%
- 5.1.2 Concept & proposed plan – 30%
- 5.1.3 Financial stability of the Operator - 20%
- 5.1.4 Economic terms proposed by the Operator – 20%

- 5.2 The City's administrative staff shall review the submitted proposals and recommend award of a license agreement to the operator that best meets the selection criteria, price and other factors considered. The City reserves the right to require any operator submitting a proposal to attend an interview to be conducted by City staff, for the purpose of further evaluation of the operator's proposal, prior to recommendation of award to the governing body. A contract including all the terms in this Competitive Contract shall be created by the City, based upon the Contractor's proposal submission, and submitted to the Operator for signature. The City reserves the right to interpret the selection criteria as it sees fit (Operators should place no weight on the order in which the criteria may appear above).

- 5.3 The contract selection criteria shall be as follows:

- 5.3.1 The business reputation, professional capability, and past performance of the Operator as demonstrated by development and operation of similar marina facilities.
- 5.3.2 The strength of the proposed concept for design, construction, operation and management of the marina.
- 5.3.3 The strength of the operator's organizational and management structure as demonstrated by employee training procedures, facility operation procedures, and other policies. Evidence regarding these items shall be submitted in the form of training manuals, organization policies or other similar documentation. Each proposal shall include at a minimum a copy of the Operator's balance sheet, income statement and two (2) years of Federal income tax returns.
- 5.3.4 The strength of the Operator's references and financial stability.

5.0 Request for Proposals (RFP's) Continued

- 5.3.5 The business terms proposed in exchange for the License Agreement. It is the City's expectation that the License shall take the form of a "triple net" arrangement, with "rent" based on a percentage of gross revenue and all insurances, public utilities and operating expenses paid by the Operator.
- 5.3.6 Certification from an insurance company licensed to do business in New Jersey, of the ability of the Operator to obtain insurance for the proposed operation in accordance with State of New Jersey requirements, industry standards, and as outlined in this Competitive Contract.
- 5.4 Upon request, the City shall schedule a time to meet with the prospective operators to physically examine the site and discuss the City's objectives relative to the marina operation. Any such meetings and discussions shall in no way obligate the City beyond any matter represented in this Competitive Contract solicitation.

6.0 General Conditions

- 6.1 All work and costs required to provide for the design, permitting, construction, operation and maintenance of the public marina operation shall be borne solely by the Operator. The Operator shall be required to obtain any required permits and approvals from any agency having jurisdiction over such an operation. It is the overall goal of the City, throughout this solicitation and continuing through the term of the License Agreement, to incur no out of pocket expenses for and during any aspect of this process.
- 6.2 All planning and permitting shall be the responsibility of the Licensee. The City shall waive all municipal permit fees associated with the preparation for, and operation of the public marina.
- 6.3 The Operator shall be responsible for maintenance and security of the site during the term of the License agreement.
- 6.4 The public marina operation may be operated throughout the year, at the discretion of the Operator, limited to the hours of 8:00 A.M. through 11:00 P.M. daily. The proposal shall be required to include information outlining the intended hours of operation throughout the year and on a seasonal basis. The Operator shall be required to prominently display the rental rates for each slip/use. The hours indicated above have been established by the City as a maximum duration of operation, but in no way shall restrict the Operator from establishing varied hours that meet the needs of the seasonal demands.
- 6.5 The City is concerned with the appearance of the site of the marina operation during the fall, winter and spring months, when it is not expected to be in operation. Given this, the City expects the marina Operator to maintain the appearance of the site in an acceptable manner, and the Operator shall be expected to address this requirement in their proposal. Site lighting is encouraged as part of the proposal for the marina facility concept.
- 6.6 The initial term of the License Agreement shall be for a period of **ten (10) years**, with **renewal options for five (5) and ten (10) year extensions**. Following the first term of operation, the marina Operator shall be granted the right to withdraw from the License Agreement, with notice being provided to the City of such intent to withdraw at or before to beginning of the 10th year. Said extensions in the term of the lease agreement shall be subject to the approval of the City Council and the County of Cape May.

7.0 Insurance & Hold Harmless Requirements

- 7.1 Throughout the term of the License Agreement, and any extension thereof, the Operator shall, at his own expense, maintain comprehensive general liability insurance as required by applicable State of New Jersey regulations and statutes, insurance coverage in accordance with industry standards and as required by this Competitive Contract. The City and the County of Cape May shall be named as an additional insured under the Operator's policy or policies.

7.0 **Insurance & Hold Harmless Requirements (Continued)**

- 7.2 The Operator shall indemnify and hold the City and the County of Cape May harmless from any claims arising from the use of the City's land in accordance with this Competitive Contract and the subsequent License Agreement.
- 7.3 The following are the minimum levels of insurance coverage required to be maintained:
 - 7.3.1 General Liability at \$1,000,000 dollars per occurrence/\$2,000,000 dollars general aggregate
 - 7.3.2 Automobile liability limits of \$1,000,000 dollars per occurrence
 - 7.3.3 Statutory worker's compensation limits including employer's liability limits of \$500,000 dollars
 - 7.3.4 Umbrella liability limits of \$5,000,000 dollars

8.0 **Proposal Submission Requirements**

- 8.1 Qualified operators shall submit detailed responses to this solicitation. One (1) original and Eleven (11) photocopies (twelve (12) total copies to be submitted) of the proposal, including all supporting documentation and backup materials, shall be required to be submitted no later than **2:00 P.M. EST, on Tuesday, November 22, 2011**, to the City Purchasing Manager c/o the Office of the Ocean City Municipal Clerk, 861 Asbury Avenue, City Hall, Room #101, Ocean City, NJ 08226.
- 8.2 Respondents shall strive to adhere to the following outline as closely as possible:
 - 8.2.1 **Identification of the Operator** - Identify and describe the operator. Indicate corporate relationships and affiliations. Identify the size of the staff and length of operation as a company. Identify key individuals to be involved with the marina operation, and their roles and responsibilities.
 - 8.2.2 **Capability of the Operator** - Provide evidence of the operator's ability to obtain the number and quality of marina improvements as required.
 - 8.2.3 **Operator's Experience & Qualifications** - Provide evidence demonstrating the operator's marina-related experience and qualifications.
 - 8.2.4 **Marina Facility Concept** - Responses shall include a site plan of the proposed facility, as well as a brief narrative, photos of proposed marina improvements, and such graphic and other support information necessary to indicate the concept and scope.
 - 8.2.5 **Financial Proposal to the City** - Provide proposed financial returns and benefits to the City.
 - 8.2.6 **Other Information Pertinent to the Contract** - The Operator is encouraged to provide any other additional information which may be of help in the proper evaluation of the response.

9.0 **Anticipated Contract Schedule**

- 9.1 Responses to the Competitive Contract Due Date: **November 22, 2011**
- 9.2 City Council Authorization of License Agreement: **December 15, 2011**
- 9.3 Execution of License Agreement: **December 23, 2011**

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE RFP PROPOSAL

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

City Competitive Contract #11-31

**City Competitive Contract - City Contract #11-31,
Competitive Contract for a Public Marina Design, Build,
Maintenance & Operation License Agreement
for 200 Bay Avenue (Block: 215, Lots: 3, 3.01, 4 & 4.01)**

**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 #11-31, Competitive Contract for a Public Marina Design, Build, Maintenance & Operation License Agreement for 200 Bay Avenue (Block: 215, Lots: 3, 3.01, 4 & 4.01)**

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"/> Exempt payee
	<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 ▶
------------------	----------------------------	--------

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.

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.

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 ³
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.

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.