

NOTICE TO BIDDERS

Notice is hereby given that sealed bids shall be received by the City of Atlantic City on Thursday, **September 12, 2024 at 12:00pm** (Prevailing time) electronically to the City, through E-Procurement platform in accordance with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct accessible via www.bidnetdirect.com//atlanticcity:

BID #24-59 Atlantic City Fire Department Station Uniforms

Bids shall be electronically uploaded, no physical bids shall be received, opened or honored.

Specifications and instructions may be obtained from bid platform www.bidnetdirect.com//atlanticcity

Submission of Bid:

If indicated, bid submission shall be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the City of Atlantic City. Bidder shall submit a copy of the bid guarantee with electronic submittal and mail PRIOR to bid opening the original to the City of Atlantic City, Purchasing Department, 1301 Bacharach Blvd, Suite 310, Atlantic City, NJ 08401. The bid bond may also be provided in certified check and cashier's check in accordance with provisions within general requirements of this bid.

For zoom opening information contact:
Sean P. Canning, QPA
scanning@TheCanningGroup.org

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

Bid results will be posted on www.bidnetdirect.com//atlanticcity within 24 hours of the bid opening. This bid has been advertised in accordance with the "Fair and Open Basis" (N.J.S.A. 19:44A-20.5).

Kelly Astin, QPA
City of Atlantic City
Purchasing Agent

SPECIFICATIONS & INSTRUCTIONS

THE CITY OF ATLANTIC CITY IS REQUESTING THAT A COPY OF YOUR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE BE SUBMITTED WITH YOUR BID.

Revised Contract Language for BRC Compliance
Goods and Services Contracts (including purchase orders)

N.J.S.A 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provides goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of taxation, the use tax due pursuant to the Sate and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

NO BID SECURITY OR PERFORMANCE BOND ARE REQUIRED WITH THIS BID.

INDEMNIFICATION AGAINST CLAIMS

The successful bidder shall indemnify and save the City harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials, furnished and delivered under the contract to be awarded hereunder or by or on account of any act of omission or commission of any contractor, his, its, or their agents or employees and in case any such action be brought against the City, the contractor shall immediately take charge of and defend same at his, its, or their own cost and expense. The city shall, if it so desires, defend such actions and charge the expense of same to the contractor.

PROPOSAL FORM

All proposals shall be submitted on the Proposal Form of the City of Atlantic City. No alterations in the wording of the Proposal Form or no interpolations shall be permitted and any proposal submitted in disregard of this requirement shall be regarded as informal and need not be considered by the City in making this award.

SPECIFICATIONS & INSTRUCTIONS

BRAND NAMES

Brand names and/or descriptions used in this bid specification are to acquaint bidders with the type of commodity desired and shall be used as a standard by which alternate or competitive materials offered shall be judged. Competitive items shall be equal to the standards described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered shall be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it shall be presumed and required that materials, as described in these specifications, be delivered.

AWARD OR REJECTION OF BIDS

If and when a contract is awarded for specified item or items, or services rendered, same shall be awarded to the lowest responsible bidder with the **UNIT PRICE GOVERNING**, except however, that if two or more bidders submit bids in the same amount, the City of Atlantic City shall have the right to award a contract to any or all of such bidders. The City shall either award or reject any or all bids if it deems it in the public interest to do so, within sixty (60) days of bid opening. Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, shall be rejected.

TAXES

The City of Atlantic City shall not to pay any Federal, State or Local Taxes in the purchase of said item or items.

CANCELLATION CLAUSE

The City of Atlantic City shall at any time during the contract period terminate the contract by giving TEN (10) DAYS notice in writing to the other party of its intention to do so. The City of Atlantic City has a right to eliminate any item, items or groups, prior to awarding a contract.

PREFERENCE FOR DOMESTIC PRODUCTS

Only manufactured products of the United States, whenever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

ASSIGNMENT OF CONTRACT

The successful bidder shall not and may not assign or sublet its contract in whole or in part without the written consent of the City.

SPECIFICATIONS & INSTRUCTIONS

TRANSITIONAL PERIOD

In the event the services are terminated either by contract expiration or by the City of Atlantic City, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extension be more than ninety (90) days beyond the expiration date of the existing contract. Vendor shall be reimbursed for this service at the prior contract rate.

INCREASE IN QUANTITIES

The City of Atlantic City has the right to increase the quantities shown in the proposal for a period of twelve (12) months from the date of execution of contract, with the unit price governing, but not exceeding 20% of any item.

EMERGENT SERVICES, MATERIALS, SUPPLIES & EQUIPMENT

The City reserves the right to require any or all of the successful bidders to both quote and timely provide emergent any services, material, supplies, equipment, etc. which are consistent with the services listed but not specifically set forth in this document during the period of performance (term of this agreement/contract). Emergent requirements include, but are not limited to, those currently undefined unanticipated and otherwise non-routine requirements which could not have been included at solicitation as specified (detailed) requirements.

SEPARATE OR GROUPED ITEMS

If items/services are in groups, bidder shall bid on any or all groups. A contract shall be awarded to the lowest responsible bidder for each group, with the unit price governing.

If items are not grouped, each and every one of the items listed and described shall be considered as a separate and different item and a contract shall be awarded to the lowest responsible bidder of each item, with the unit price governing.

PRICE

The price or prices quoted shall be net, F.O.B destination, firm and not subject to increases during the period of the contract.

In the event of a price decrease during the contract period, the City of Atlantic City shall receive the benefit of such price reduction. The Purchasing Agent shall be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions shall result in cancellation of the contract for cause.

SPECIFICATIONS & INSTRUCTIONS

FISCAL CERTIFICATE

When award of contract is made in one fiscal year with effective date in the next year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract is awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for the purpose for each year of the contract term.

SPECIAL NOTES:

1. No bidder shall be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders shall determine for themselves which to offer. Alternate items bid or prices shall not be considered unless expressly set forth elsewhere in this document.
2. Assignment to any third party of any monies due, or to grow due the bidder or any contract based on this bid is prohibited and shall not be recognized by the City.
3. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Purchasing Agent's decision shall be final and conclusive.
4. **DEVIATIONS:** All deviations from the specifications shall be noted in detail by the bidder in writing at the time of submittal of the formal bid. The absence of said deviations at the time of submittal of the bid shall hold the bidder strictly accountable to the City for furnishing the contract requirements in full in accordance with the specifications.

The City reserves the right to reject any nonconforming request for deviation based upon any perceived inconsistency with the scope of published specification requirements and/or an included qualification procedure.

NOTE: Any deviations from these specifications and/or special conditions required by the bidder shall be recorded below: If no deviations state "none" below:

5. Should bidder have question(s) with this bid, question(s) shall be addressed in writing to the City of Atlantic City Purchasing Agent, City Hall, 1301 Bacharach Blvd. Atlantic City, NJ 08401, three (3) business days prior to the opening of bid, via certified mail or hand delivered. **Question(s) received after three (3) business days prior to bid shall not be opened or responded to.**

SPECIFICATIONS & INSTRUCTIONS

SECTION 2: REQUIREMENTS & SPECIFICATIONS

THE CITY OF ATLANTIC CITY REQUESTS A SAMPLE OF EACH ITEM BE SUBMITTED.

Samples shall be labeled with Company Name & Item number and shall be submitted prior to bid due date during normal business hours to:

**Attn: Purchasing Department
City of Atlantic City
1301 Bacharach Blvd, Suite 310
Atlantic City, NJ 08401
Telephone: 609-347-5390**

All samples submitted shall be retained for comparison purposes. All samples submitted shall be supplied to the City of Atlantic City Purchasing Department at no cost whatsoever. Said samples shall be picked up by the bidder within thirty (30) days after execution of the contract with the successful bidder. Samples unclaimed after thirty (30) days shall remain property of the City of Atlantic City.

It shall be the responsibility of the successful bidder to have a qualified representative call for a designated time and location to *physically measure* each person. The uniforms shall be made to the individual measurements of each member to ensure proper fit.

Each uniform item shall be packaged individually in a plastic garment bag with the name of each Fire Department member on the outside. The contents of the package shall also be marked on the package.

Uniforms that do not fit properly are to be returned to the Bidder who shall ensure and guarantee satisfactory fitting. The Bidder shall assume all expenses of taking measurements, fitting of uniforms and delivery and return delivery charges. All alterations are to be made within ten (10) working days.

All garments shall bear labels mandated by the Federal Trade Commission at the date manufactured. Permanent labels shall be sewn into the inside of the garment and to include the following information:

- Product-specific data (date of manufacture, style number, size, lot number, origin)
- Warning labels (including product warnings, limitations of use, etc.).
- Instructions for Care /Laundering Certifications (if applicable)

Company shall guarantee that all garments shall be free from workmanship defects resulting from normal wear within one year of purchase for garments laundered per our instructions. Apparel color shifting or fading excluded.

All garments shall be rigidly inspected and inferior garments shall be rejected.

SPECIFICATIONS & INSTRUCTIONS

FIREFIGHTER STATION WORK UNIFORMS

ITEM # 1 Men's Nomex IIIA Station Pants

Quantity 130

Make: Flying Cross Synergy Command (or equivalent)

Model: Men's Style #94200 Class A Trouser

Color: Navy

Description: 93/5/2 Aramid Fiber/Kevlar/Antistatic Fiber, Twill

- NFPA Compliant
- Fire Resistant Pants
- Modified T-1 pocket dress styling with quarter top pockets and security tab on left hip pocket
- Reinforced stitching on pockets and waistband for longer garment life

Finishing: 1. **Autoclaving:** All Nomex IIIA pants shall be pressed and autoclaved to impact permanent press characteristics and the garment.

2. **Leg Creases:** Creases shall be pressed into the centers of the front and back of the pant legs using a hot head press. The creases shall be "lintrak" treated (i.e., treated with special fabric adhesive) to enhance crease retention.

ITEM # 2 Men's Nomex IIIA Short Sleeve Shirts

Quantity: 130

Make: Flying Cross Synergy (or equivalent)

Color: Navy

Style: 9800 Class A

Description: 93/5/2 Aramid Fiber/Kevlar/Antistatic Fiber

- NFPA Compliant, lifetime fire-resistant station-wear shirt with Synergy NOMEX IIIA
- Functional station-style design
- 7-button front with concealed snap closure
- Cross-stitched shoulder straps
- Patch pockets and pointed flaps with Velcro closure
- Top -of-flap entry with hidden pen/pencil opening on left pocket
- Collar features ¼" top-stitching
- Military-styled sewn-in creases
- 2-snap adjustable cuff closure
- Conventional collar and band with permanent collar stays

SPECIFICATIONS & INSTRUCTIONS

Custom Embroidery: Short Sleeve Nomex IIIA shirts shall be custom embroidered in the following manner:

- a. Directly above the right breast shirt pocket each member's first initial and last name only shall be embroidered onto the shirt in ½ inch capital letters. Firefighter's rank shall be silver thread.
- b. About one (1") inch above the left breast shirt pocket each shirt shall have an Official Atlantic City Fire Department badge embroidered onto the shirt. This badge shall be in lieu of and located where the Badge Tab is usually sewn onto the shirt. Firefighters rank shall have silver colored badges.
- c. Embroidered on each Light Blue collar shall be two (2 ¾) inch high fire department style horns in gold thread. The two (2) horns shall be placed parallel to each other and located one and one-half (1 ½) inch from the collar and about 5/8 inch from the edge on the collar. The bottom of the horns will face the point of the collar.
- d. Successful Bidder shall supply and have sewn on the shirt an Atlantic City Fire Department Uniform Patch. The patch shall be sewn unto the left sleeve ½" down from the shoulder seam. American Flag patch shall be sewn on right sleeve.

ITEM # 3 Men's Nomex IIIA Long Sleeve Shirts

Quantity: 130

Make: Flying Cross Synergy (or equivalent)

Color: Navy

Style: 9820 Class A

Custom Embroidery: Same description and embroidery as described in ITEM #2.

SPECIFICATIONS & INSTRUCTIONS

SECTION 3: DELIVERY

Delivery of the herein specified item or items shall be made to the City of Atlantic City by the successful bidder at the specific place to be designated by the Purchasing Agent of said City, or by his duly authorized representative, only after the receipt of a written purchase order to such successful bidder from the Purchasing Department to proceed with the performance of the contract of award, following the execution of such contract. Delivery is to be made without any additional cost to the City of Atlantic City for transportation to such place of delivery as shall be specified.

DELIVERY WITHIN: **THIRTY** (30) WORKING DAYS OR SOONER

To be delivered to:

Chief Scott Evans
Atlantic City Fire Department
2715 Atlantic Avenue, Suite 111
Atlantic City, NJ 08401
Telephone: 609-347-5590

FAILURE TO DELIVER

If the successful bidder fails to complete said delivery within the time stated, said successful bidder shall pay the City of Atlantic City the sum of **TWO HUNDRED DOLLARS (\$200.00)** for each and every day the time consumed in the completion of the contract to be awarded hereunder may exceed the time allowed for such purpose. Such amounts or sums may be deemed and taken into all courts to be liquidated damages for nonperformance of the aforesaid contract within the limit aforesaid and not as a penalty. The Director of the requesting agency may determine and certify the amount and sums thus claimed by the City of Atlantic City as such liquidated damages to the City Comptroller who may deduct and retain the same out of any monies due or which may become due under the contract.

Signature

Date

SPECIFICATIONS & INSTRUCTIONS

PROPOSAL FORM

To the Purchasing Board of the City of Atlantic City

The undersigned declares that they have carefully read and fully understands this Proposal Form, the Advertisement and the Specifications and Instructions to Bidders, for the undertaking set forth herein and in said accompanying documents, and shall strictly adhere to all terms of said documents, if awarded a contract therefore. The undersigned proposes to furnish and deliver at the following prices, F.O.B. destination, to the specific places designated, only after the receipt of a written purchase order from the Purchasing Department, following the execution of the contract of award. This bid made herein is irrevocable by the undersigned bidder or the personal or legal representative of the bidder.

FOR: Atlantic City Fire Department Station Uniforms

<u>ITEM #</u>	<u>QTY:</u>	<u>DESCRIPTION:</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	130	Men's Nomex IIIA Station Pants Make/Item # _____	\$ _____	\$ _____
2.	130	Men's Nomex IIIA Short Sleeve Shirts Make/Item # _____	\$ _____	\$ _____
3.	130	Men's Nomex IIIA Long Sleeve Shirts Make/Item # _____	\$ _____	\$ _____
GRAND TOTAL (Item 1-3) \$				_____

Bidder shall bid on all items and a contract shall be awarded to the lowest responsible bidder with the unit price governing.

_____/_____
SIGNATURE NAME

SPECIFICATIONS & INSTRUCTIONS

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

All bidders shall read and complete the Statement of Ownership Disclosure, where applicable, on the following page, regardless of whether such bidder is a corporation, partnership or sole proprietor.

The Provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations.

N.J.S.A. 52:25-24.2 provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials and supplies unless, prior to the receipt of the bid or accompanying bid of said partnership or corporation, there is submitted a statement containing the following information:

- (1) If the bidder is a partnership, the names and addresses of all partners who own a 10% or greater interest in the partnership.
- (2) If the bidder is a corporation, the names and address of all stockholders in the corporation who own 10% or more of its stock of any class.
- (3) If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, a list of the stockholders who own 10% or more of the stock of any class of that corporation.

SPECIFICATIONS & INSTRUCTIONS
STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I: Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II:

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

SPECIFICATIONS & INSTRUCTIONS

Part III: Disclosure of 10% or greater ownership in the Stockholders, Partners or LLC Members listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10 percent or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10% or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10% ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

SPECIFICATIONS & INSTRUCTIONS

BUSINESS ENTITY INFORMATION SHEET

1. If the bidder is an **LLC**, sign name and give address:

Name: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

2. If individual has a **TRADE NAME**, give such trade name:

Trading as: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

3. If the bidder is **INCORPORATED**, give following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

4. If bidder is a **PARTNERSHIP**, state names of partners and firm name:

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

5. Agent in charge of said office whom notice may be legally served:

Name: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

Name of Corporation: _____

By: _____

Title: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

NOTE: Item #5 shall be completely filled in.

SPECIFICATIONS & INSTRUCTIONS

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE REQUIREMENTS

ALL BIDDERS are required to submit the Schedule of Good Faith Effort for Utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Programs for Contractors and/or Suppliers, attached hereto.

ALL BIDDERS are encouraged to hire Atlantic City residents and use Atlantic City Contractors, Sub-Contractors and Merchants if awarded this contract.

ALL BIDDERS that have received a New Jersey Certificate of Employee Information Report shall enclose a copy of same with this bid package. All others shall contact the Public Agency Compliance Officer.

ALL BIDDERS awarded a Contract hereunder shall comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq. and Chapter 7 of the Code of the City.

ALL BIDDERS shall write to the Public Agency Compliance Officer for technical assistance before submission of this bid package, if assistance is needed. All requests for assistance & responses thereto shall be in writing to the following address:

CONTACT INFORMATION:

Human Resources Office
Mona Tally, Affirmative Action Officer
Public Agency Compliance Officer
Telephone (609) 347-5425
mtally@acnj.gov

SPECIFICATIONS & INSTRUCTIONS

**SCHEDULE OF GOOD FAITH EFFORT FOR UTILIZATION OF MINORITY
BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE)
PROGRAMS FOR CONTRACTORS AND/OR SUPPLIERS**

FMBE STATUS: MBE _____ WBE _____ DBE _____ OTHER _____
CERTIFICATION NO _____ City _____ State _____ Other _____
(If FMBE Status exclude Part I and Part II)

PART I: SCHEDULE OF MINORITY CONTRACTORS AND/OR SUPPLIERS

Contractor to insert Name of Minority Business Addresses and Telephone Numbers	Specify type of work Break-down segments of work	Total Contract Dollar Amount to MFBEs w/minimum of 10%
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any substitution of a MFBE identified on this schedule shall be for good cause and on written notice to the Public Agency Compliance Officer. Any substitution for MFBE Sub Contractors and/or suppliers shall be by a certified MFBE Sub Contractor and/or Suppliers with the written prior approval of the Public Agency Compliance Officer.

PART II: GOOD FAITH EFFORT EXTENDED
(Complete in event the above 10% minimum MFBE
Contractors/Suppliers participation is not met)

INSTRUCTION: Fully explain all efforts taken to meet the minimum minority contractors and/or suppliers participation which shall include: letters, phone calls, communications sent to minority firms, sources and/or contracts, etc. Documentation of all efforts shall be required.

MINIMUM GOOD FAITH CONDITIONS

SPECIFICATIONS & INSTRUCTIONS

AWARDING OF PROCUREMENT, PROFESSIONAL
OR SERVICE CONTRACTING

Once the successful bidder is identified (through the receipt of a copy of the resolution approved by the City Council) such bidder who has been awarded a Contract shall provide the Director with one of the following:

(A) If the Contractor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, a photo copy of the letter of approval shall be submitted to the City Solicitors Office.

(or)

(B) If the Contractor has a Certificate of Employee Information Report, a photo copy of the certificate shall be submitted to the City Solicitors Office.

(or)

(C) If the company has none of the above, the Public Agency is required to provide the Contractor with an AA302 Affirmative Action Employee Information Report.

The successful bidder shall submit a copy of any of the above to the Human Resources Office, located in Room 416, City Hall, 1301 Bacharach Blvd., Atlantic City, New Jersey 08401.

SPECIFICATIONS & INSTRUCTIONS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127); N.J.A.C 17:27

During the performance of the Contract, the Contractor shall agree 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 with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under **N.J.S.A. 10:5-31 et seq.** 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, where applicable, agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The Contractor or Subcontractor, where applicable, 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.

SPECIFICATIONS & INSTRUCTIONS

The Contractor or Subcontractor, where applicable, 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, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the Contractor or Subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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 Director, after notification of award but prior to execution of a Contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report;
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Department of the Treasury Public Contracts Equal Employment Opportunity Monitoring Program 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.

SPECIFICATIONS & INSTRUCTIONS
AMERICANS WITH DISABILITIES ACT

Contracting Language
Equal Opportunity for Individuals with Disabilities

The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act", 42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the preference shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of any kind or nature arises out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if, the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

SPECIFICATIONS & INSTRUCTIONS

By signing the filled-out form, you:

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2 Certify that you are not subject to backup withholding, or

3 Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4 Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

SPECIFICATIONS & INSTRUCTIONS

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

SPECIFICATIONS & INSTRUCTIONS

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

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

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

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

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

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

SPECIFICATIONS & INSTRUCTIONS

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(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*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, *Identity Theft Information for Taxpayers*.

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

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

SPECIFICATIONS & INSTRUCTIONS

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SPECIFICATIONS & INSTRUCTIONS

CITY OF ATLANTIC CITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> (initial)	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Proposer)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

SPECIFICATIONS & INSTRUCTIONS

INFORMATIONAL SHEET

Atlantic City Fire Department Station Uniforms

1. Non-Collusion Affidavit
2. Corporate Disclosure Statement
3. Individual, Trade Name, Partnership Information Sheet
4. Schedule of Minority Business Enterprise (MBE) and Female Business Enterprise (FBE)
5. Affirmative Action Employee Information Report
6. W-9 Taxpayer Identification Number Form
7. State of New Jersey Business Registration Certificate
8. Disclosure of Investment Activities in Iran & Russia or Belarus form
9. Acknowledgement of Receipt of Addenda
10. Samples submitted (including literature describing items if applicable)
11. Proposal Form
12. Any corrections, additions or deletions shall be initialed
13. All pages of this bid shall be completed and returned with submission