

SPECIFICATIONS & INSTRUCTIONS

NOTICE TO BIDDERS

Notice is hereby given that sealed bids shall be received by the City of Atlantic City on **Tuesday, June 23, 2026 at 11:00AM** (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 #26-41 Police Department Uniforms and Related Accessories

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

SECTION 1: CONDITIONS APPLICABLE TO BID

ADDENDA, INTERPRETATIONS & BID SPECIFICATION CHALLENGES

No interpretations of the meaning of the specifications shall be made to any bidder orally. All questions and requests for interpretation concerning this bid shall be addressed in writing through www.bidnetdirect.com//atlanticcity

Any and all such interpretations and/or supplemental instructions shall be in the form of written addenda to the specifications, which if issued, shall be issued in accordance with applicable State Laws and posted to www.bidnetdirect.com//atlanticcity

Any challenge to the bid specifications shall be submitted, in writing, to the City Solicitor's Office (with a copy sent to Purchasing Department) **three (3) business days** prior to the bid opening date, via certified mail or hand delivered. If the challenge is not submitted three business days prior to the bid opening date, the challenge shall not be considered and is considered waived by the bidder. **Challenges noted in the exceptions page within the bid package shall not be accepted.**

The City of Atlantic City reserves the right to purchase items from State Contract and Atlantic County Pricing Agreement Contracts vendors, if serves the interest of the City of Atlantic City.

All addenda so issued shall become part of the contract documents and shall be attached to the bid form when submitted.

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

New Jersey Business Registration Certification

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

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

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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 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.

The proposal shall be submitted in a package clearly marked "BID ENVELOPE". Bidder's name and address together with proposal category and due date shall appear on the outside of the envelope containing bid. THE BIDDER SHALL NOT FAIL TO SIGN PROPOSAL AND BID.

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.

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PAYMENT

Payment for the specified services shall be made by the City of Atlantic City to the successful bidder within thirty (30) days after the contractor has submitted a bill based on the total delivered price, as set forth in their proposal, with a properly executed voucher to the Comptroller's Office.

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 THIRTY (30) 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.

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.

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.

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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.

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 shall 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:

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SECTION 2: REQUIREMENTS & SPECIFICATIONS

INTENT

It is the intent of City of Atlantic City to solicit bids for the Atlantic City Police Department. City shall award the bid on an open order basis, more specifically, the award of the bid and the signing of a contract does not necessarily mean that the City will purchase any set amount quantities. No minimum purchases are guaranteed.

Vendor's location shall be within a thirty (30) mile radius (as measured by road routes using Google Maps) of the Atlantic City Police Department location, 2715 Atlantic Avenue, Atlantic City, NJ 08401, to enable any department employee to obtain assistance/measurements with any item listed. Mileage is most direct route as measured by googlemaps.

TERM

TERM OF CONTRACT SHALL BE COMMENCE FOLLOWING AWARD OF EXECUTED CONTRACT AND APPROVED PURCHASE ORDER THROUGH TO DECEMBER 31, 2027

The City of Atlantic City, Police Department, shall utilize the successful Bidders pricing for uniform items on an as-needed basis. Prices bid for each item shall remain in effect for entire term of contract.

BASIS OF AWARD

BID SHALL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER.

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THE CITY OF ATLANTIC CITY MAY REQUEST A SAMPLE PRIOR TO AWARD.

If requested, samples shall be labeled with Company Name & Item number and shall be submitted 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.

Each uniform item shall be packaged in a plastic garment bag. The contents of the package shall also be marked on the package.

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.

Patches and Badges – The successful Bidder shall receive a copy of the patches/badges for the Atlantic City Police Department.

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

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GENERAL REQUIREMENTS

Each Police Officer, Police Academy recruit or Civilian employee shall be “custom fitted” for the uniform items. After the uniform has been “custom fitted”, the item shall be ready for said recruit to pick-up within three (3) business days.

There shall be no fees for alterations, embroidery or rank insignia. All items to be custom fitted shall be included in the bid price. Standard alterations shall include shirt tapers and zippers. If someone is allergic to any material(s) used in any item(s) in this bid, they shall be provided, at the vendor’s expense, alternative uniform items(s) that shall not cause any type of allergic reaction.

Specific manufacturers and brand names that may be mentioned in these specifications are to establish the level of quality sought by the City of Atlantic City. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish the items as stated. Bid form reflects all items or equivalent to be bid upon.

Class “A” Long-Sleeve Uniform Shirt (Male)

Shall be Fechheimer Flying Cross FX5020 or equivalent, color Navy Blue, French Blue or White. Fabric shall be 5 oz. ComfortTouch or equivalent, Mini Ripstop with repel finish 1/8” double needle construction. Collar shall provide ½” stretch comfort. Design shall include pleated pockets with scalloped flaps, knit mesh stretch panel built into underarm and through the shoulder blade for added breathability and freedom of motion, military crease design in front and back of shirt, concealed zipper front closure and communication ready wire pass through on both sides. Buttons shall be made of bone or plastic and shall match the color of the shirt. Longevity Stars, when applicable, shall be embroidered onto the shirt horizontally by the vendor and shall be Silver for Officers and Gold Tone for Superior Officers. Unit Patches shall be applied as per officer’s unit (i.e. K9). Patch shall be supplied and sewn-on by vendor. Rank insignia, including Sergeant Stripes, Captain Bars etc. shall be supplied and/or sewn-on and shall be embroidered onto the shirt horizontally, when applicable. Citation Bars shall either be directly embroidered onto the shirt, or Enameled Bars with appurtenances shall be provided by the vendor, when applicable. American Flag shall be sewn on the right shoulder with the stars facing the front of the shirt. May include reinforced gussets for nametags and badges. **All Shirts shall be custom tapered to fit all officers. As per current ACPD specifications.**

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Class “A” Long-Sleeve Uniform Shirt (Female)

Shall be Fechheimer Flying Cross FX5020W brand or equivalent, color Navy Blue, French Blue or White. Fabric shall be 5 oz. ComfortTouch or equivalent, Mini Ripstop with repel finish 1/8” double needle construction. Collar shall provide ½” stretch comfort. Design shall include pleated pockets with scalloped flaps, knit mesh stretch panel built into underarm and through the shoulder blade for added breathability and freedom of motion, military crease design in front and back of shirt, concealed zipper front closure and communication ready wire pass through on both sides. Buttons shall be made of bone or plastic and shall match the color of the shirt. Longevity Stars, when applicable, shall be embroidered onto the shirt horizontally by the vendor and shall be Silver for Officers and Gold Tone for Superior Officers. Unit Patches shall be applied as per officer’s unit (i.e. K9). Patch shall be supplied and sewn-on by vendor. Rank insignia, including Sergeant Stripes, Captain Bars etc. shall be supplied and/or sewn-on and shall be embroidered onto the shirt horizontally, when applicable. Citation Bars shall either be directly embroidered onto the shirt, or Enameled Bars with appurtenances shall be provided by the vendor, when applicable. American Flag shall be sewn on the right shoulder with the stars facing the front of the shirt. May include reinforced gussets for nametags and badges. **All Shirts shall be custom tapered to fit all officers. As per current ACPD specifications.**

Class “A” Uniform Trouser (Male)

Shall be Fechheimer Flying Cross FX57400 brand or equivalent, color Navy Blue. Fabric shall be 6.5 oz. 65/35 Poly/Cotton ComfortTouch or equivalent, Mini Ripstop with repel finish. Freedom Flex concealed waistband that offers up to 2” additional stretch per side. Gusseted crotch that provides a wide range of movement. Supercrease or equivalent. Design of trouser shall be manufactured from a men’s uniform trouser pattern with a 6-pocket design to include (2) front pockets with knife notch, (2) back besom pockets and (2) side zip-close internal conceal pockets. Stripe shall be a 1 ½” wide gold poly stripe centered over the side seam. This stripe shall extend to the bottom of the waistband and shall go over the top of the side pockets. The stripe material shall be shade #10 gold and is an 11-11 1/2 oz. 100% polyester serge weave. **The vendor shall be responsible for the conducting of the measurements and “custom fitting” of trouser(s). As per current ACPD specifications.**

Class “A” Uniform Trouser (Female)

Shall be Fechheimer Flying Cross FX57400W brand or equivalent, color Navy Blue. Fabric shall be 6.5 oz. 65/35 Poly/Cotton ComfortTouch or equivalent, Mini Ripstop with repel finish. Freedom Flex concealed waistband that offers up to 2” additional stretch per side. Gusseted crotch that provides a wide range of movement. Supercrease or equivalent. Design of trouser shall be manufactured from a women’s uniform trouser pattern with 6-pocket design to include (2) front pockets with knife notch, (2) back besom pockets and (2) side zip-close internal conceal pockets. Stripe shall be a 1 ½” wide gold poly stripe centered over the side seam. This stripe shall extend to the bottom of the waistband and shall go over the top of the side pockets.

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The stripe material shall be shade #10 gold and is an 11-11 1/2 oz. 100% polyester serge weave. **The vendor shall be responsible for the conducting of the measurements and “custom fitting” of trouser(s). As per current ACPD specifications.**

Class “A” Crush Cap

Shall be Keystone Hat Co. or equivalent (New Jersey State Police Crush Custom Style), color Navy Blue. Fabric shall be 100% Poly Serge Navy cover & stock with Black poromeric 1 ¼” visor. Black leather overhead with NJ Buttons. Metal, Silver buttons for Police Officers and Metal, Gold buttons for superior Officers. Front straps shall be black band for Police Officers and gold band for superior Officers. (Two (2) holes for badge)

Blousecoat

Shall be 100% polyester serge weave, weight 10.5oz./sq. yd. – 14.5 oz./linear yard or equivalent, French/Light Blue. Loop for hanging garment on hook, badge tab with metal eyelets, two inside breast pickets, sweat shields in underarms, shoulder pads, traditional square finish, two button cuffs, full satin lining, increased length and sweep, single button front styling, single needle detailing, single breasted coast, 4 button front, two button cuff, removable silver or gold finish metal custom OGS technologies Atlantic City seal 24 and 36 line buttons, peak lapel, fused linings in lapels and fronts, black belt hook sewn in front & back. Department patch on left sleeve, American Flag patch on right sleeve. Rank insignia shall be applied directly under patch and on left & right sleeves.

Class A Long Sleeve Shirt for Blousecoat

Shall be Redhouse RH66 or equivalent, Color TBD, 100% cotton, single needle detailing, melamine high impact buttons, top fused banded collar dress collar, internal collar stays, double ply straight yoke two button tab cuffs with placket button appearance, fully lined front placket with seven button front, extra-long tails.

Cross Strap & D-Rings for Blouse Coat

Shall be Courtland Boot Jack 1435 & S4428 or equivalent, Full grain cow hide leather lined, black permeated dye with two row stitching 2 ¼” wide.

Leather Gun Belt – “D” buckle (Officer or Superior)

Shall be Sam Browne, Jaypee 204A or equivalent, black leather, nickel/brass tone.

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Leather Double Magazine Case

Shall be Jaypee MP77 or equivalent, Black.

Leather Handcuff Case

Shall be Jaypee 1701V or equivalent – for single pair of handcuffs, Black.

Leather Radio Case

Shall be Jaypee or equivalent – Leather, Black.

Leather Mace Holder Case

Shall be Jaypee to fit the MK 6 Mace canister, Black.

Adjustable Belt for Honor Guard

Shall be Sam Browne Waist Belt 402AC or equivalent, 2 ¼” Full lined, Black shine gloss finish.

Shoulder Strap & Slide on “D” Rings for Honor Guard

Shall be JaypeeClarino 1435C or equivalent, 1 ¼” shoulder strap, black shine gloss finish.

Leather Handcuff Case for Honor Guard

Shall be Jaypee Clarino 407C or equivalent – for single pair of handcuffs, Black shine gloss finish, nickel snap finish.

Leather Double Magazine Case for Honor Guard

Shall be Jaypee Clarino MPNYCC or equivalent, non-retention, flat holster, black shine gloss, nickel snap finish.

Holsters with Cover for Honor Guards

Shall be Jaypee Clarino 1804C or equivalent, black shine gloss, nickel snap finish.

Leather OC Holder for Honor Guards

Shall be Jaypee Clarino or equivalent, black shine gloss, nickel snap finish.

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Dress Gloves for Honor Guard

Shall be Jaypee or equivalent dress gloves with grip plastic dots over the palm and fingers, white.

Dress Shoes for Honor Guard

Shall be high gloss dress oxford shoe, breathable moisture wicking lining, non-marking outsole, black.

Mock Full Turtleneck

Shall be Under Armour or equivalent, polyester/elastane in Midnight Blue. ACPD shall be embroidered onto the neck.

Class “A” Belt

Shall be Dutyman brand or equivalent, color Black, 1 ¾” wide, Leather with a nickel-plated buckle.

Navy Tie

Shall be ready-made bend over tie, navy blue to match trousers, 3” wide at the bottom with clip-on neck.

Tie Bar with State Seal

Shall be Blackinton or equivalent, 2” in length, with a full color ½” “State of New Jersey” seal in the center of the bar. Silvertone for Officers and Goldtone for superior Officers.

Metal Name Tag

Shall be Blackinton #A2450 or equivalent, screw back (two (2) posts), black lettering engraved, first initial with period/last name to follow. Silver tone for Officer and Gold tone for superior Officers.

Badge

Shall be embroidered/sewn on as follows: Gold-tone – Superior Officer; Silver-tone – Officer. Material shall be Hamburger brand. Exclusive “Atlantic City Police Department” design/embroidered plastic backed patch.

Name Strip

Shall be custom embroidered. Officer’s name shall be embroidered in black approximately 3/8 height onto cloth or equivalent material. The name shall be outlined approximately ¼” in silver metallic thread for Officer and outlined approximately ¼” in gold metallic thread for Superior Officers.

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POLICE ACADEMY UNIFORMS AND RELATED ITEMS

Multi-Season Jacket

Shall be Blauer 6120 or equivalent, color Black. Shall be made of durable Taslan Nylon shell fabric with breathable printed back coating. Fabric lining shall be waterproof, windproof and breathable, seams sealed with thermal waterproof tape. Shall include an insulated quilted liner, or equivalent, with zip-off sleeves for versatile, all-season wear. Optional removable pile collar can be added to the jacket for extra warmth and a traditional look. Drop shoulder pattern for freedom of movement. Permanent nylon rip stop lining. Strong, smooth-sliding Delrin and Nylon zippers throughout. Inside zippered security pocket. Side zippers for equipment/weapon access. Front zipper extends to collar top edge. Flapped double-entry lower pockets with standard silver “P” uniform buttons (other buttons optional). 2-piece sleeves for better fit. Military style epaulets with standard Silver “P” uniform buttons. Badge tab. 26” Long.

Hooded Sweatshirt

Shall be Jersey brand or equivalent, color Navy Blue, poly/cotton blend with a tunnel pocket. The recruit’s **“first initial, last name”** shall be on both the front and back in 3” Pro Block letters, color Gold. The lettering shall be 4” down from the neckline on both the front and rear of the sweatshirt.

Sweatpants

Shall be Jersey brand or equivalent, color Navy Blue, poly/cotton blend. Shall be screened with “Atlantic County Police Training Center” logo in color Gold, 9” down from the top of the waistband on the left leg side.

Sweat Shorts

Shall be Augusta brand or equivalent, color Navy Blue. Shall be screened with “Atlantic County Police Training Center” logo in color Gold, 9” down from the top of the waistband on the left leg side.

T-Shirt

Shall be Jersey brand or equivalent, color Oxford Gray, poly/cotton blend with a crew neck. The recruit’s **“first initial, last name,”** shall be on the front and back in 3” Pro Block letters, color Navy Blue. The lettering shall be 4” down from the neckline.

Long Sleeve Shirt

Shall be Red Kap brand or equivalent, poly/cotton blend, color Khaki with five (5) military sewn-in creases and two (2) breast pockets with flaps. The shirt shall be tapered, as no blousing shall be allowed. “Atlantic County Police Training Center” shoulder patch shall be sewn on the right

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sleeve, 1" down from the center shoulder seam. The recruit's departmental shoulder patch shall be sewn on the left sleeve in the same manner as the right sleeve. The recruit's fabric name tag shall be the color Black, with the recruit's "**first initial, last name**" monogrammed on it in .45 Melco Font with Block Gray lettering.

The name tag shall be sewn on the shirt over the top of the right breast pocket, ½" inch above the pocket flap.

Trousers

Shall be Red Kap brand or equivalent, poly/cotton blend, color Khaki with military creases sewn in the front and rear of the trouser legs. The trousers shall be hemmed with no front break, falling 1" above the back sole of the shoe.

BDU Type Trousers

Shall be Navy Blue in color, with stripes.

Baseball Cap

Shall be Flexfit brand or equivalent, six (6) Panel, Dark Navy in color with small Dept. Patch sewn on center front of cap. Shall have ½" embroidered badge number on the center back in color Gold or Silver. The color of badge number is TBD at time of order.

Shoes

Shall be of the Knapp brand or equivalent, Oxford Style #2539 or equivalent, in Black Leather or equivalent, capable of being polished to a high gloss shine. Plastic coated shoes are **not** acceptable.

Tie

Shall be Samuel Broome brand or equivalent, color Black, polyester, clip-on style. The tie should fall 1" above the belt buckle.

MISCELLANEOUS POLICE ACADEMY

Blousing Bands

Shall be of elastic fabric.

Jump Style Boots

Shall be Black Leather, either with or without zippers.

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MISCELLANEOUS UNIFORM ITEMS

Trouser Stripe

Shall be a 1 1/2 wide gold or light blue cloth stripe centered over the side seam for a clean balanced appearance. This stripe shall extend to the bottom of the waistband and shall go over the top of the side pockets. The stripe material shall be shade #10 gold and is an 11-11 1/2 oz. 100% polyester serge weave.

Rank Insignia

Sergeant stripes and Captain bars etc., shall be embroidered onto the shirt horizontally.

Department Patch

Approximately 4 1/2" x 3 3/4". navy blue with gold thread trim. Lettering "Atlantic City Police N.J." in gold thread. Atlantic City seal embroidered in center of patch.

Police Badge Patch

Approximately 3"x2". Silver or gold depending on rank. Rank, Atlantic City Police, N.J. and State seal embroidered on patch.

Reverse Flag

Approximately 3 1/2"x 2" American flag embroidered with gold embroidered trim.

Name Strip

For Jackets & Class B Uniform Shirts. Embroidery color by rank – gold or silver.

Embroidery

Various colors – Names, ranking

SECTION 3: DELIVERY

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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:

**ATLANTIC CITY PUBLIC SAFETY BUILDING
2715 ATLANTIC AVENUE
POLICE BUDGETING OFFICE
ATLANTIC CITY, NJ 08401
BETWEEN THE HOURS OF 9:00 A.M. AND 3:00 P.M.**

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

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PROPOSAL FORM
OPEN ORDER

Bidder Name: _____
Address: _____

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, as needed, 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: POLICE DEPARTMENT UNIFORMS & RELATED EQUIPMENT

**BID 26-41POLICE DEPARTMENT UNIFORMS & RELATED EQUIPMENT
PROPOSAL FORM (CONTINUED)**

Category	Description	Cost per Unit
Academy	Sweatshirt Hooded Jersey Brand (Navy)	
Academy	Sweatpants - Jersey brand (Navy)	
Academy	Sweatshort - Augusta brand (Navy)	
Academy	Short Sleeve T-Shirt - Jersey Brand (Grey)	
Academy	Long Sleeve T-Shirt – Jersey Brand (Grey)	
Academy	Long Sleeve Shirt – Red Kap Brand (Khaki)	
Academy	Trousers – Red Kap Brand (Khaki)	
Academy	BDU Pant (Blue – No Stripe)	
Academy	Baseball cap – Flexfit brand	
Academy	Winer Knit Cap	
Academy	Shoes – Knapp Brand – Oxford style #2539 (Black)	
Academy	Tie – Samuel Broome Brand (Black) Clip on	
Academy	Metal Name Plate, 2” in length (silver)	
Academy	Blousing Bands	
Academy	Leather Belt – Dutyman Brand, 1 ¾ wide,(Black) nickel plated buckle	
Academy	Rain Jacket – Blauer #733 (Black)	
Academy	Rain Pant – Blauer #134	
Academy	Jump Style Boots (Black) with or without zipper	
Academy	Gloves – Plain Leather (Black)	
Academy	Duty bag – Heavy weight Canvas (Black)	
Academy	Jump rope	
Class A	Shirt, L/S Fechheimer Flying Cross FX5020 (Navy Blue, French Blue, or white) Male	
Class A	Shirt, L/S Fechheimer Flying Cross FX5020W (Navy Blue, French Blue, or white) Female	
Class A	Trouser - Fechheimer Flying Cross FX57400 (Navy Blue) Male	
Class A	Trouser - Fechheimer Flying Cross FX57400 (Navy Blue) Female	
Class A	Crush Cap – Keystone Hat Co. (Navy Blue)	
Class A	Blouse Coat	
Class A	Shirt, L/S for blouse coat – Redhouse RH66 (Color TBD)	
Class A	Cross strap & D-Rings for Blouse Coat – Courtland Boot jack 1435 & S4428	
Class A	Leather Gun Belt – “D” Buckle (Officer or Superior) Same Browne, Jaypee 204A	

Class A	Leather Double Magazine Case – Jaypee MP77 (Black leather, Nickle/brass tone)	
Class A	Leather HandCuff Case Jaypee 1701V – For single pair of handcuffs (Black)	
Class A	Leather Radio Case – Leather, Black	
Class A	Leather Mace Holder Case – Jaypee to fit MK6 Canister (Black)	
Class A	Adjustable belt for Honor Guard – Sam Bowne Waist Belt 402AC (Black shine gloss finish)	
Class A	Shoulder Strap & Sline on “D” rings for honor guard – Jaypee Clarino 1435C (Black shine gloss finish)	
Class A	Leather handcuff case for honor guard – Jaypee Clarino 407C (Black shine gloss finish, nickel snap finish)	
Class A	Leather double magazine case for honor guard – Jaypee Clarino MPNYCC (Black sine gloss, nickel snap finish)	
Class A	Holsters with cover for honor guard – Jaypee Clarino 1804C (Black shine gloss, nickel snap finish)	
Class A	Leather OC holder for Honor Guard – Jaypee Clarino (Black shine gloss, nickel snap finish)	
Class A	Dress Gloves for Honor Guard – Jaypee (White, with grip plastic dots over the palm and fingers)	
Class A	Dress Shoes for Honor Guard – (Black, hi gloss oxford dress shoe)	
Class A	Mock Full Turtleneck – Under Armour (Midnight Blue)	
Class A	Leather Belt – Dutyman (Black 1 ¾ wide, nickel plated buckle)	
Class A	Navy Tie – Ready-made bend over tie to match trousers. 3” wide at bottom	
Class A	Tie Bar with State Seal – Blackinton or Equivalent	
Class A	Metal Name Tag - Blackinton #A2450 or equivalent	
Class A	Baton Holder – Peacekeeper, Leather in black #931PLS	
Class A	Whistle – Metal Police Whistle in chrome or Gold	
Class A	Whistle Holder, Hook, and Lanyard – Meal in Chrome or Gold	
Class A	Breast Badge (Silver) Smith & Warren #	
Class A	Breast Badge (Silver) Smith & Warren #	
Class A	Hat Badge (Silver) Smith & Warren #	
Class A	Hat Badge (Silver) Smith & Warren #	
Class A	Keepers, Leather (Double) Snap	
Class B	Shirt, L/S - 5.11 Brand #72074 (midnight Navy)	
Class B	Shirt, S/S - 5.11 brand #71038 (midnight navy)	
Class B	Pant, Class B PDU – 5.11 Brand #74427 (midnight navy)	
Class B	Jacket, 5.11 Brand #48103 (black)	
Class B	Rain Jacket, 3 in 1 hi-vis parka – 5.11 Brand #48033	
Class B	Ball Cap, 5.11 #89260 or equivalent (midnight navy)	

Class B	Shirt, S/S Under the Vest – Blauer Brand #8372 (Dark Navy)	
Class B	Shirt, L/S Under the Vest – Blauer Brand #8471 (Dark Navy)	
Class B	Mock Neck Long Sleeve top – Blauer 8175 or equivalent (Midnight Navy)	
Class B	Turtle Neck Dickey – Blauer 8109 or equivalent (midnight Navy)	
Class B	Base layer tights, 5.11 brand #40184 (Black)	
Class B	T-Shirt, S/S – 5.11 brand #40016 (Dark Navy-724 or Black-019)	
Class B	Rain Pant – 5.11 brand #48350 (Black)	
Class B	Blauer Armorskin Winter Base Shirt #8373 (Dark Navy)	
Class B	Blauer Flexheat Winter Base Shirt #8374 (Dark Navy)	
Class B	Blauer Armorskin Winter Base Jacket #9880 (Dark Navy)	
Class B	Blauer SoftShell Fleece Pullover #4605 (Dark Navy)	
Class B	Winter knit Hat Cap (Black or Navy)	
Class C	Pants, 5.11 Stryke #74369	
Class C	Shirt, S/S - 5.11 Performance Polo #71049 (Dark Navy)	
Class C	Shirt, L/S - 5.11 Performance Polo #72049 (Dark Navy)	
Class C	Jacket - 5.11 Valiant Duty Jacket #48153 (Black)	
Class C	Jacket - First Tactical Tactics Parka	
Bike Patrol	Pant, Bike Patrol Pant – 5.11 #45502 (Black)	
Bike Patrol	Jacket, Bike Patrol Jacket – 5.11 #45801 (Royal Blue)	
Bike Patrol	Helmet, Vented – Bell Brand (White)	
Bike Patrol	Shorts, Blauer Style #8842 (Navy)	
MotorCycle	Motorcycle Dress Boot – Chippewa #27950	
MotorCycle	MotorCycle Jacket - Taylor Leather Pittsburgh Jacket	
MotorCycle	Motorcycle Breeches - Intapol Year Round 5 Way Stretch #106BR With 1/2 in Gold Pant Striping	
MotorCycle	Motorcycle Breeches - Intapol Lighter weight 5 Way Stretch #102BR With 1/2 in Gold Pant Striping	
MotorCycle	Motorcycle Breeches - Intapol Delux Weight 5 Way Stretch #151BR With 1/2 in Gold Pant Striping	
Tow Lot	Pants, 5.11 Taclite TDU Pant #74280 (Dark Navy)	
Tow Lot	Shirt, S/S - 5.11 Performance Polo #71049 (Dark Navy)	
Tow Lot	Shirt, L/S - 5.11 Performance Polo #72049 (Dark Navy)	
Tow Lot	Jacket, 5.11 Brand #48103 (black)	
Tow Lot	Rain Jacket, 3 in 1 hi-vis parka – 5.11 Brand #48033	

Tow Lot	Rain Pant, Rain Pant – 5.11 brand #48350 (Black)	
Tow Lot	Safety Vest, ANSI Certified – Flying Cross #71500P	
Tow Lot	Galls Mechanics Gloves - #GL241	
Parking	Pants, 5.11 Taclite TDU Pant #74280 (Dark Navy)	
Parking	Shirt, S/S - 5.11 Performance Polo #71049 (Dark Navy)	
Parking	Shirt, L/S - 5.11 Performance Polo #72049 (Dark Navy)	
Parking	Jacket, 5.11 Brand #48103 (black)	
Parking	Rain Jacket, 3 in 1 hi-vis parka – 5.11 Brand #48033	
Parking	Rain Pant, Rain Pant – 5.11 brand #48350 (Black)	
Parking	Safety Vest, ANSI Certified – Elbeco Brand #SH3900V	
Communications	Pant, 5.11 Icon Pant #74521 – (Khaki or black)	
Communications	Shirt, S/S – 5.11 Performance Polo #61165 (Black or Grey)	
Communications	Shirt, L/S – 5.11 Performance Polo #72049 (Black or Grey)	
Communications	Fleece, - 5.11 Tactical Fleece 2.0 #78026 (black or Grey)	
Crossing Guard	Pant, BDU – Elbeco 1 1/2” Royal Blue Poly Stripe	
Crossing Guard	Shirt, S/S – Liberty #732WHY	
Crossing Guard	Shirt, L/S – Liberty #732WHY	
Crossing Guard	Ball cap, Adjustable Velcro (Navy) Silver Crossing Guard Patch	
Crossing Guard	Arctic Trooper Cap (Navy)	
Crossing Guard	Fleece Liner, - Blauer #9860-40 zip	
Crossing Guard	Safety Vest, ANSI Certified – Elbeco Brand #SH3900V	
Crossing Guard	Rain Coat, Blauer #736 (Black)	
Equipment	AccuMold Duty Belt – Bianchi - (Black)	
Equipment	AccuMold Buckleless Trousery Belt – Bianchi - (Black)	
Equipment	Accumold Belt Keepers (4pack) Bianchi BLK	
Equipment	Covered Handcuff Case – Bianchi #7300 - (Black)	
Equipment	Double Magazine Case – Bianchi #7302 - (Black)	
Equipment	OC/Mace Spray pouch – Bianchi #7307 – (Black)	
Equipment	Nylon Glove pouch - Binachi #7315	
Equipment	Safety Vest, ANSI Certified – Flying Cross #71500P	
Equipment	Handcuffs – Peerless, Double Hinged	

Equipment	Handcuff Case (x2) Dbl Hinged leather (Snap) Safariland or equal	
Equipment	Handcuff Case (x2) Dbl Hinged leather (Velcro) Safariland or equal	
Equipment	GallsUniversal Leather Badge Holder	
Equipment	North American Rescue CAT Tourniquet Gen 7	
Equipment	Baton, Peacekeeper, 26" RCB (Nickel) #926N	
Equipment	Baton holster, Secure lock Rotational (large) Plain Finish #940-SLP	
Equipment	Baton, Autolock – Monadnock 21" Expandable #9030	
Equipment	Baton Holder – Bianchi #7313, expandable	
Equipment	Boots, UndeArmour – Valsetz Tactical #122403 (Color 001 Black)	
Equipment	Boots, Galls – 6" Side zip boots #FT2998	
Equipment	Boots, Galls – 6" Waterproof Side zip boots #FT3003	
Equipment	Boots, Bates 8" Tactical Sport DRYGaurd Side Zip Comp. Toe-E02362	
Equipment	Boots, Rubber – Tingley or equal 17" Supertuff pull over	
Equipment	Boots, UnderArmour – Stellar Tac #1268951 (Color 001 Black)	
Equipment	Shorts, UnderArmour #1361493-001 (Black)	
Equipment	Shirt, S/S – 5.11 Station wear #40050 (Navy)	
Equipment	Shirt, L/S – 5.11 Station wear #40052 (Navy)	
Equipment	Shirt, L/S – 5.11 Stratos #72235	
Equipment	Sneaker, UnderArmour #3026770-001 (Black/Mod Grey)	
Equipment	Raincoat – Blauer #733 or equal	
Equipment	Rain Pant – Blauer #134 (Black)	
Equipment	Shirt, L/S UnderArmour Cold Gear Base 4.0 Crew #1353349 (Black)	
Equipment	Legging, UnderArmour Cold Gear Base 4.0 #1343245 (Black)	
Equipment	Sweater, V-neck – Blauer #200 (Police Blue)	
Equipment	Flashlight – Streamlight (TLR1 or TLR7-Gun Mounted)	
Equipment	Flashlight – Streamlight (Stinger)	
Equipment	Flashlight – Streamlight (Strion)	
Equipment	Flashlight Holster – Streamlight Stinger #74059	
Equipment	Gun Holster Solis ALS Concealment OWB holster for Glock 19 MOS Gen5 (Compatible For optics -Halosun 507 &Steamlight TLR-7X)	
Equipment	Gun Holster Safarivault holster for Glock 19 MOS Gen5 (Compatible For optics -Halosun 507 &Steamlight TLR-7X)	
Equipment	Ear Protection – Howard Leight Indust. (Muff, Black) #HP037	

Equipment	Walker's ANSI Clearview Shooting Safety Glasses	
Embellishments	Name Strip	
Embellishments	Breast Badge	
Embellishments	Department Patch	
Embellishments	Reverse Flag Patch	
Embellishments	Gold Poly Trouser Stripe	
Embellishments	Embroidery	
Embellishments	Sgt Insignia Patch	
Embellishments	Reflective Heat Press	
Embellishments	Alterations	

BIDDER NAME: _____ DATE: _____

SIGNATURE: _____

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.

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

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE REQUIREMENTS

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 AND ORDINANCE NO. 24 OF 1993

ALL BIDDERS are required to submit the Schedule of Good Faith Effort for Utilization of Minority and Women Business Enterprise Program for Contractors and/or supplies.

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

ALL BIDDERS shall write the following office's for technical assistance before submission of this bid package, if assistance is needed. All requests for assistance & responses thereto shall be in writing.

ALL BIDDERS that have received a NJ Certificate of Employee Information Report shall enclose a copy of same with this qualifications package. All others shall contact the Public Agency Compliance Officer (P.A.C.O.)

CONTACT INFORMATION:

Business Administrator's Office
Alexxus Young, MPA, Affirmative Action Officer
Public Agency Compliance Officer
Telephone (609) 347-5374
ayoung@acnj.gov

If awarded this contract your company/firm shall be required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Law against Discrimination in Public Contracts.

SPECIFICATIONS & INSTRUCTIONS

SCHEDULE OF MINORITY BUSINESS ENTERPRISE (MBE)
FEMALE BUSINESS ENTERPRISE (FBE)
CONTRACTORS/SUPPLIERS

ALL BIDDERS shall write to the Public Agency Compliance Officer for technical assistance before submission of this bid, if assistance is needed. All requests for assistance & responses thereto shall be in writing to Business Administrator's Office, Attn: Alexxus Young, City Hall, Room 703, 1301 Bacharach Blvd, Atlantic City, NJ 08401.

BIDDER SHALL COMPLETE THIS FORM AND SUBMIT WITH BID PACKAGE.

FMBE STATUS: FBE _____ MBE _____ 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

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

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**

ONLY

Once the successful bidder is identified (through the receipt of a copy of the resolution approved by the City Council of Atlantic City) then the contractor who has been awarded the contract shall provide the Public Agency 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 Human Resources Office.
(or)

(B) If the contractor has a Certificate of Employee Information Report.

A photo copy of the certificate shall be submitted to the Human Resources 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.

Bidder shall submit a copy of any of the above to the Business Administrator's Office, Attn: Alexis Young, City Hall, Room 703, 1301 Bacharach Blvd, Atlantic City, NJ 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.

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 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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
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Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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)(i)

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
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*
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 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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 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 (TIGTA) at 1-800-366-4484. 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 Bidder 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 Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

SPECIFICATIONS & INSTRUCTIONS

INFORMATIONAL SHEET

1. Non-Collusion Affidavit
2. Corporate Disclosure Statement
3. Individual, Trade Name, Partnership Inf. Sheet
4. Schedule of Minority Business (BE)
5. Affirmative Action Employee Information Report
6. W-9 Taxpayer Identification Number Form
7. Entire RFP/Specifications shall be completed and returned
8. Any corrections, additions or deletions shall be initialed & dated
9. State of NJ Business Registration Certificate
10. Disclosure of Investment Activities in Iran & Russia or Belarus Form
11. Acknowledgement of Receipt of Addenda
12. Complete Business Entity Disclosure Certification